

AGENDA # _____ DATE _____

AGENDA REPORT

Prepared for the
CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 12/21/2019

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks #300475 through #300586 totaling \$749,953.54 and EFT's #9101396 through #9101403 totaling \$1,526.73 for an A/P total of \$751,480.27 dated 12/23/19 thru 12/27/19.

A listing of all paid checks is available in the Cascade County Commissioners Office.

AGENDA # _____ DATE _____

AGENDA REPORT

Prepared for the

CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 12/14/2019

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks #300279 through #300474 totaling \$298,940.47 and EFT's #9101383 through #9101395 totaling \$302,564.54 for an A/P total of \$601,505.01 dated 12/16/19 thru 12/20/19.

A listing of all paid checks is available in the Cascade County Commissioners Office.

AGENDA # _____

DATE _____

AGENDA REPORT

Prepared for the

CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 12/28/2019

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks #300587 through #300665 totaling \$248,790.35 and EFT #9101404 totaling \$10,847.32 for an A/P total of \$259,637.67 dated 12/30/19 thru 01/03/2020.

A listing of all paid checks is available in the Cascade County Commissioners Office.

CASCADE COUNTY COMMISSION MEETING
December 24, 2019
COMMISSION CHAMBERS
COURTHOUSE ANNEX, ROOM 111
9:30 A.M.

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. These are in draft form until officially approved on January 14, 2019.

Commission: Chairman Joe Briggs, Commissioner James L. Larson, Commissioner Jane Weber

Staff: Cory Reeves – Undersheriff, Carey Ann Haight - Deputy County Attorney, Sandor Hopkins - Planner, Ron Scott -DES, Mary Embleton – Finance, Susan Shannon – Expo Park, Marie Johnson – Deputy Clerk and Records.

Public: Joseph Williams, K. Thornton, Buster Hyndman, Mark Leo, Eileen Hyndman, and Phil Nappo.

Call to Order: Chairman Briggs called the meeting to order.

Reading of the Commissioners' calendar: Marie Johnson read the calendar. 00:61

Treasurers Report: Matt Pfeninger read the Treasurers report found in agenda packet.

Purchase orders and accounts payable checks: *See agenda for payment information.* Commissioner Larson made a **MOTION** to approve purchase orders and accounts payable warrants. **Motion carries 3-0** 01:39

Consent agenda: Routine day-to-day items that require Commission action. Any Commissioner may pull items from the Consent Agenda for separate discussion/vote.

Approval of the Minutes and Consent Agenda Items: Commissioner Weber made a **MOTION** to (A) Approve minute entries (November 21st, December 10th, December 17th, and December 19th, 2019, (B) Approval of Routine Contracts as follows: 03:52

Board Appointments

DUI Task Force Applicant: Darren Brown Term Expiration: June 30, 2021 (requesting re-appointment) 04:01

Jade F. Wyman Term Expiration: June 30, 2020 (fill seat vacated by Ron Yates)

Senior Advisory Council Applicant: Phil Nappo Term Expiration: April 30, 2021

(Category: Community Member 55 years or older) 04:24

Resolution 19-74: Budget Appropriation increasing funds for the Alcohol Rehabilitation Fund #2800 Total Increase: \$8,204.00 05:00

Contract 19-187: DUI Services Agreement between Cascade County DUI Task Force and MT Department of Corrections Community Corrections Division Probation and Parole. Effective: July 1, 2019 - June 30, 2020. County Cost: \$6,000.00 05:09

Contract 19-188: The Hampton-Collins Memorial Foundation has given a grant donation to Cascade County Aging Services to be divided between Meals on Wheels and the Home Attendant Program. Total Grant Amount: \$20,815.00 05:16

Contract 19-189: Amendment #2 to Trinity Food Services Agreement. Purpose: Expand existing inmate food service program and allow for orders to be taken and paid for via the Internet. Effective: January 3, 2013 - December 18, 2022. 05:31

Contract 19-190: Cooperative Agreement and Noxious Weed Management Plan between Cascade County Weed Management District and the City of Great Falls. Effective: January 1, 2020. (No Cost to the County) 05:46

Contract 19-191: Award bid to Dick Olson Construction Inc. for Executive Plaza Sidewalk Repairs. Project Cost: \$3,000.00 06:27

Contract 19-192: Cascade County Noxious Weed Management Plan (Biennial Update)

Contract 19-193: Agreement between Cascade County and Montana Pro Rodeo Circuit Finals Dates: January 10 - 12, 2020; January 15 - 17, 2021; January 14 - 16, 2022. 06:34

Contract 19-195: Revised DUI Task Force Bylaws. 06:59

Contract 19-196: Memorandum of Understanding with Voices of Hope and Cascade County Detention Center. Effective: Date of signing until terminated by either party (No Cost to the County) 07:14

Contract 19-197: Memorandum of Understanding with Victim Witness Assistance Services, Inc. and Cascade County Detention Center. Effective: Date of signing until terminated by either party (No Cost to the County) 07:34

Contract 19-199: Contract between Great Falls Fence and Cascade County. Purpose: Replace and repair chain link fence around the Vaughn Dump Site. Cost: \$2,175.00 07:47

Contract 19-202: Agreement between Johnson Controls and Cascade County. Purpose: Upgrade system controls at the Adult Detention Center. Cost: \$2,850.00 07:58

Contract 19-204: Interlocal Agreement with the City of Great Falls to utilize Cascade County Tower sites. 08:05

City/County Health Department

Contract 19-185: Service Agreement with Stericycle for biohazardous regulated medical waste disposal. Effective: December 1, 2019 - November 30, 2020. Cost: \$179.91/monthly. 08:37

Contract 19-194: Amendment #2 to Contract #18-07-4-51-003-0 HIV Prevention Services increasing funding and extension of contract term. Purpose: Delivery of HIV Prevention Services for persons at risk for HIV infection. Effective: January 1, 2020 - December 31, 2020. Additional Funding: \$36,640 Total Amount: \$109,920.00 (No County Match) (Renewal) (Ref: Contract 17-207, R0349947) 08:44

Contract 19-200: Business Associate Agreement between Office Ally and Cascade County. Purpose: Provide business associate agreement covering the handling, usage, storage and transmission of HIPAA protected information and an agreement to provide an Electronic Health Record/Practice Management system. Cost: \$29.95/month for HER 24/7 per NPI/Tax ID number \$35.00/per month for PracticeMate per NPI/Tax ID number. 08:51

Motion carries 3-0 09:23

AGENDA ITEM #1 09:30

Planning Board Appointment

Board Appointment Vacancy Term Expiration

Planning (3) 12/31/2021

Applicants: Dexter Busby, Dan Johnstone, Bruce Moore, Phil Nappo

Commissioner Larson made a **MOTION** to re-appoint Dexter Busby, Dan Johnstone and to appoint Bruce Moore to the Planning Board for a term expiration date of December 31, 2021. **Motion carries 3-0** 11:48

AGENDA ITEM #2 11:55

Board Appointment Vacancy Term Expiration Zoning Board of Adjustment (2) 12/31/2021
Applicants: Charles Kuether, Michele Levine, Richard Liebert, Bruce Moore, Phil Nappo
Commissioner Weber made a **MOTION** to reappoint Charles Kuether, and Michele Levine to the Zoning Board of Adjustments for a term expiration of December 31, 2021.

Motion carries 3-0 12:55

AGENDA ITEM #3 13:25

Motion to approve/disapprove

Preliminary Plat Approval

Preliminary Subdivision Plat of the AB Frontage Commercial, minor subdivision

Location: Section 27, Township 21 North, Range 2 East.

Initiated by: Allan Birky, Frontage Properties, LLC

Sandor Hopkins presented this Preliminary Plat see action agenda report. 13:31

Commissioner Larson made a **MOTION** to adopt the said staff report and findings of fact and approve the first time minor preliminary subdivision plant of AB frontage commercial, subject to 9 (nine) conditions. *There were some technical difficulties at this time, which were corrected.* **Motion carries 3-0** 19:36

AGENDA ITEM #4 19:37

Motion to approve/disapprove

Preliminary Plat Approval

Preliminary Plat of an Amended Plat of Lot 5, Thornton Minor, subsequent minor

Subdivision. Location: Section 31, Township 20 North, Range 3 East.

Initiated by: Kenneth & Karen Thornton

Public Hearing-

Chairman Briggs recessed the Commission Meeting at 9:50 a.m.

Commissioner Larson opened the public hearing at 9:48 a.m.

Public Notice:

The reading of the public notice was waived without objections and made part of the public record (see exhibit "A"). 21:35

Staff Presentation: Sandor Hopkins- read the synopsis and staff report found in the action agenda report dated December 24, 2019. 22:01

Call for Applicant: Mark Leo announced that he was available for comments. 35:05

Commissioner Weber and Commissioner Larson asked Mr. Leo a few questions. 35:21

Call for Written Testimony: None 36:13

Call for Proponents: None 36:24

Call for Opponents: None 36:36

Close to Public Hearing: Chairman Briggs closed the public hearing at 10:08 a.m.

Reopen the Commission Meeting: Chairman Briggs opened the Commission Meeting at 10:26 a.m. 37:04

Commissioner Larson made a **MOTION** to adopt the said staff report and findings of fact adopt the said staff report and findings of fact for the subsequent minor subdivision preliminary plat of an amended plat of lot 5, Thornton Minor subject to the following 11 conditions. **Motion carries 3-0** 37:52

AGENDA ITEM #5 38:48

Motion to approve/disapprove

Contract 19-198: Medical Professional Service Agreement between Cascade County and Gladys Young, MD. Dr. Gladys Young will be serving as the Cascade County Medical Director. Compensation: \$1,000/per quarter. Effective: January 1, 2020 - January 1, 2021.

Ron Scott presented this contract. 38:48

Commissioner Weber made a **MOTION** to approve Contract 19-198 for the medical professional service agreement that will assist the DES office with day to day operations.

Motion carries 3-0 40:35

AGENDA ITEM #6 42:53

Motion to approve/disapprove

Contract 19-201: Agreement between Heartland Payment Systems and Cascade County. Purpose: To provide a unified, County wide payment processing system.

Carey Ann Haight presented this contract for Sean Higginbotham. 40:56

Commissioner Larson made a **MOTION** to approve Contract 19-201 allowing Cascade County to contract with Heartland Payment Systems for cashless payment processing.

Motion carries 3-0 42:56

AGENDA ITEM #7 43:20

Motion to approve/disapprove

Contract 19-203: Cascade County Service Contract with Corvinus Group, LLC for Intercom System Upgrade. Cost: \$48,800.00

Undersheriff Reeves presented this contract. 43:37

Commissioner Weber made a **MOTION** to approve Contract 19-203 Cascade County service contract facility intercom system upgrade with Corvinus Group LLC. **Motion carries 3-0**

45:40

Public Participation in decisions of the Board and allowance of public comment on matters the Commission has jurisdiction, on items not covered by today's agenda. (MCA 2-3-103)

Public Comment: Eileen Hyndman of 983 McIver Road shared her comments and concerns about Rockwell Scales. 46:18 – 56:00

Phil Napo 979 McIver Road added his comments and concerns about Rockwell Scales. 56:01-1:00

Adjournment: Chairman Briggs adjourned this Commission Meeting at **10:32 a.m.**

CASCADE COUNTY WORK SESSION MINUTES
COMMISSION CHAMBERS COURTHOUSE ANNEX
January 8, 2020 – 2:00 P.M.

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. This written record is in draft form until officially approved on January 8, 2020.	COMMISSION MINUTES JOURNAL # 60
Board of Cascade County Commissioners: Chairman Joe Briggs, Commissioner James L. Larson and Commissioner Jane Weber	
Staff Present: Les Payne – Interim Public Works Director, Captain Keith Kaululaau, Mary Embleton – Budget Officer, Albert Grobe – Sanitarian, Sandor Hopkins – Interim Planning Director, Carey Ann Haight – Deputy County Attorney, Trisha Gardner – Public Health Officer, Marie Johnson and Kyler Baker – Deputy Clerk and Recorder’s	
Public Members Present: Jenn Rowell	
Commissioner Larson opened the work session meeting at 2:00 pm	
Motion to Elect: <i>Presiding Officer (Chairman) of the Board of County Commissioners, Cascade County, MT</i>	
Consent Agenda Items:	Department:
Resolution 20-01: Establishing a Regular Cascade County Commission Meeting Schedule for 2020.	Commission 01:20
Resolution 20-02: Establishing the daily rate of credit for incarceration for FY 2019-2020. Daily Per Diem Rate: \$95.00	Sheriff 01:36
Resolution 20-03: Budget Appropriation for unanticipated revenues under Contract 19-139 Older American Act Programming. Total Amount: \$31,746.00 (Ref: Contract 19-179, R0377831)	Aging 04:05
Contract 20-01: MT DPHHS Amendment #1 Contract for Commodities Supplemental Food Program (CFSP) with Cascade County Area VIII Agency on Aging. Reimbursable Amount: \$3.50/per client served/per month. Total Amount not to exceed: \$5,771.00 through December 20, 2019. (Ref: Contract 19-179, R0380193)	Aging 06:12
City-County Health Department	
Contract 20-03: Cooperative Agreement between Montana DPHHS and the Board of Health (BOH). Purpose: To establish a payment schedule for maximizing the disbursement funds to the BOH to support inspections of licensed establishments and to determine which optional programs the BOH will conduct. Effective: January 1, 2020 – December 31, 2020	CCHD 08:13

AGENDA ITEM #1 10:10

Final Plat Approval

Final Plat Approval of Ranches at Belt Creek Phase 3 Major Subdivision

Initiated by: Mark Hawn, Trophy Properties Developers, Inc.

AGENDA ITEM #2 12:02

Contract 20-02: Bid proposal from Marathon Engineering Corporation to repair a padded cell at the Adult Detention Center. Total Project Cost: \$18,197.00

AGENDA ITEM #3 13:50

Resolution 20-04: A Resolution Adopting Policy 20-01 Regarding Fire Board Trustee Appointments

Added Item(s):

Preliminary Plat Approval of Manchester Industrial Park Stage 3 Major Subdivision. (Agenda Item #4) **18:44**

Appointment for County Representative to the Board of Health (Consent Agenda) **20:41**

Agreement between Cascade County Sheriff’s Office and USDA (Consent Agenda) **25:07**

Adjournment: Commissioner Larson closed the work session meeting at 2:26 p.m.

January 14, 2020

Resolution 20-01

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Establish a Regular Cascade County Commission Meeting Schedule for Calendar Year 2020

INITIATED & PRESENTED BY: Carey Ann Haight, Deputy County Attorney

ACTION REQUESTED: Approval of Resolution 20-01

BACKGROUND:

MCA § 7-5-2122(1) requires the board of county commissioners to establish by resolution a regular meeting date and notify the public of that date.

This Resolution establishes a regular 2020 meeting schedule for the Cascade County Commission. Effective: January 1, 2020 – December 31, 2020.

RECOMMENDATION: Approval of Resolution 20-01.

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Resolution 20-01, establishing a regular Cascade County Commission Meeting Schedule for 2020.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Resolution 20-01, establishing a regular Cascade County Commission Meeting Schedule for 2020.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

**RE: ESTABLISHMENT OF A
REGULAR CASCADE COUNTY
COMMISSION MEETING SCHEDULE FOR 2020**

RESOLUTION 20-01

WHEREAS, MCA § 7-5-2122(1) requires the board of county commissioners to establish by resolution a regular meeting date and notify the public of that date; and

WHEREAS, MCA § 7-5-2122(2) authorizes the board of county commissioners to meet at the county seat at any time for the purpose of attending to county business and by resolution and prior 2 days' posted public notice, designate another meeting time and place; and

WHEREAS, the Board of Cascade County Commissioners regularly posts due and sufficient public notice of its meeting in that certain publication known as the *Great Falls Tribune*, which is a daily general circulation newspaper; and

WHEREAS the Board of Cascade County Commissioners is aware of certain scheduling conflicts in 2020 which will require exceptions to the regular meeting dates and work sessions,

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA, THAT:

1. Except as set forth below, the regular meeting of the Board of Cascade County Commissioners shall henceforth be held bi-monthly on the *second* (2nd) and *fourth* (4th) *Tuesday* of each month at 9:30 a.m.,
2. Except as set forth below, the Board of Cascade County Commissioners shall conduct a regular public work session meeting on each *Wednesday preceding the ensuing week's regular Tuesday morning meeting at 2:00 p.m.*,
3. All regular and special meetings of the Board of Cascade County Commissioners shall take place at and in Cascade County Courthouse Annex, located at 325 2nd Avenue North, Great Falls, Cascade County, Montana; and
4. The establishment of this meeting schedule shall not prohibit the Board of County Commissioners from exercising its authority and discretion to postpone, cancel or re-schedule meetings as the Board may deem necessary in the public interest pursuant to MCA § 7-5-2122(2); and
5. During the agenda item of public comment on any public matter that is not on the meeting agenda and that is within the Commissioners' jurisdiction. (MCA 2-3-103) each member of the public has a maximum of seven minutes to comment;

Passed and adopted this 14th day of January, 2020.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Attest

On this 14th day of January 2020, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Rina Fontana Moore
Cascade County Clerk and Recorder

* APPROVED AS TO FORM:

Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

**BOARD OF
CASCADE COUNTY COMMISSIONERS
2020 MEETING SCHEDULE**

<u>Work Session</u> <u>Wednesday @ 2:00 p.m.</u>	<u>Commission Meeting</u> <u>Tuesday @ 9:30 a.m.</u>
January 8, 2020	January 14, 2020
January 22, 2020	January 28, 2020
February 5, 2020	February 11, 2020
February 19, 2020	February 25, 2020
March 4, 2020	March 10, 2020
March 18, 2020	March 24, 2020
April 8, 2020	April 14, 2020
April 22, 2020	April 28, 2020
May 6, 2020	May 12, 2020
May 20, 2020	May 26, 2020
June 3, 2020	June 9, 2020
June 17, 2020	June 23, 2020
July 8, 2020	July 14, 2020
July 22, 2020	July 28, 2020
August 5, 2020	August 11, 2020
August 19, 2020	August 25, 2020
September 2, 2020	September 8, 2020
September 16, 2020	September 22, 2020
October 7, 2020	October 13, 2020
October 21, 2020	October 27, 2020
November 4, 2020	November 10, 2020
November 18, 2020	November 24, 2020
December 2, 2020	December 8, 2020
December 16, 2020	December 22, 2020

Resolution 20-02

Mr. Chairman, I move that the Commission **DISAPPROVE** Resolution 20-02, establishing the daily rate of incarceration for FY 2019-2020 at \$95.00/ per day.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

**IN THE MATTER OF
DAILY RATE FOR INCARCERATION
CALENDAR YEAR 2020**

RESOLUTION 20-02

WHEREAS, the Montana Code Annotated, **46-18-403**, states that “the daily rate for incarceration must be established annually by the board of county commissioners by resolution”; and

WHEREAS, the daily rate must be equal to the actual cost incurred by the detention facility; and

WHEREAS, it has been determined that the actual costs incurred by the detention facility on an average daily basis are **\$95.00 per inmate** for each day incarcerated,

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Cascade County that the daily rate for confinement costs, other than for actual medial costs, as ordered by the court are paid in advance of confinement and prior to the payment of any fine, is hereby established at **\$95.00** per day; and,

BE IT FURTHER RESOLVED, if a judgement is for a fine and imprisonment until the fine is paid, the detainee shall be allowed a credit of **\$95.00** for each day of incarceration; and,

BE IT FURTHER RESOLVED, an inmate is responsible for actual costs of medication, medial services, or hospitalization while detained in a detention center, based upon the individual’s ability to pay and/or private provider health care coverage, or a bonafide and responsible third-party payer; and,

BE IT FURTHER RESOLVED, that the County Attorney shall initiate proceedings to collect from the inmate any charges arising from the medial services or hospitalization in accordance with **MCA 7-32-2245**.

Passed and adopted this 14th day of January, 2020.

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Attest

On this 14th day of January, 2020, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Rina Fontana Moore, Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

January 14, 2020

Resolution #20-03

Agenda Action Report
prepared for the
Cascade County Commission

ITEM:

**Resolution #20-03
Budget Appropriation for unanticipated
revenues under Contract 19-139 Older
Americans Act Programming**

ACTION REQUESTED:

Approval Resolution #20-03

PRESENTED BY:

Kim Thiel-Schaaf, Aging Services Director

SYNOPSIS:

The Area VIII Agency on Aging is funded in part through a purchased service agreement with DPHHS for the provision of services under the federal Older Americans Act. Contract 19-139 approved the new Master Contract as well as the FY2020 Budget. The budget at the time of contract adoption was based on revenue projections provided by DPHHS ahead of their Federal Contract as well as what remained in their FFY19 Contract for provision of the Older Americans Act Funding. DPHHS is in the process of closeout on their FFY19 contracts and as part of that has determined that the final NSIP Payment (Cash in Lieu of Commodities) due to Cascade County under the FY2020 Contract is \$31,746. This is well in excess of the original projection of \$55,000 NSIP for FY2020, so we are requesting that the funds we have recently received as unanticipated revenues in the amount of \$31,746 NSIP payments be appropriated to Fund 2983-386 in order to support the food costs associated with the Home Delivered Meal Program. These funds have already been received by Cascade County via ACH deposit on December 16, 2019.

RECOMMENDATION:

Staff recommends that the Commission approve Resolution 20-03 Budget Appropriation for unanticipated revenue under Contract 19-139 Older Americans Act Programming for NSIP Cash in Lieu of Commodities.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Mr. Chair, I move that the Commissioners **APPROVE** Resolution #20-03 Budget Appropriation for unanticipated revenue under Contract 19-139 Older Americans Act Programming NSIP Payments.

MOTION TO DISAPPROVE: Mr. Chair, I move that the Commissioners **DISAPPROVE** Resolution #20-03 Budget Appropriation for unanticipated revenue under Contract 19-139 Older Americans Act Programming NSIP Payments.

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA

**IN THE MATTER OF A BUDGET
APPROPRIATION WITHIN CASCADE COUNTY
AGING SERVICES DELIVERED MEALS PROGRAM**

RESOLUTION 20-03

WHEREAS, Cascade County receives Federal funding via the Older Americans Act as per Contract 19-139 which contains an appropriation for the Delivered Meals Program for fiscal year 2019-2020; and

WHEREAS, the State of Montana DPHHS recently sent revenue which they found to be excess revenue from fiscal year 2018-2019 in the amount of \$31,746 and identified as NSIP SFY19, which was unanticipated revenues; and

WHEREAS, the excess funds received from FY2019 in the amount of \$31,746 was received and receipted in on December 18, 2019; and

WHEREAS, a budget amendment is necessary to increase revenues and expenditures in the amount of \$31,746 in Fund 2983-386 to recognize the excess NSIP FY 2019 revenues already received; and

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2017, the Board of County Commissioners has the power to appropriate funds within the budget; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Cascade County the appropriation is to be made as detailed in Attachment A;

Dated this 14th Day of January, 2020.

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

JAMES L. LARSON, CHAIRMAN

JANE WEBER, COMMISSIONER

JOE BRIGGS, COMMISSIONER

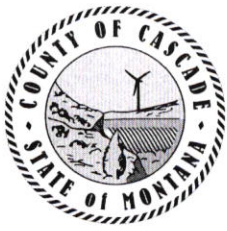
ATTEST:

CLERK & RECORDER/AUDITOR
mke

Attachment A

To: Cascade County Board of Commissioners

Kim Thiel-Schaaf
Print Name



2983 - 386 - Delivered Meals Budget Performance Report

Fiscal Year to Date 12/17/19

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2983 - Senior Nutrition -Aging										
REVENUE										
Department 386 - Delivered Meals										
33										
33.1145	Medicaid Payment	25,000.00	.00	25,000.00	.00	.00	12,143.12	12,856.88	49	20,974.68
33.1163	Fed Title 3C Nutrition-Aging	70,781.00	.00	70,781.00	10,039.50	.00	24,853.42	45,927.58	35	77,530.00
33.1166	NSIP-Aging	55,000.00	.00	55,000.00	18,105.00	.00	21,889.00	33,111.00	40	63,963.43
33.4000	State Grants	118,900.00	.00	118,900.00	9,908.25	.00	39,633.00	79,267.00	33	132,086.00
33 - Totals		\$269,681.00	\$0.00	\$269,681.00	\$38,052.75	\$0.00	\$98,518.54	\$171,162.46	37%	\$294,554.11
36										
36.2000	Miscellaneous Revenues	21,341.00	.00	21,341.00	.00	.00	21,230.41	110.59	99	.00
36.5000	Donations	125,000.00	.00	125,000.00	14,558.57	.00	46,538.52	78,461.48	37	104,005.42
36.5020	Misc. Senior Programs	20,000.00	.00	20,000.00	1,666.67	.00	15,890.35	4,109.65	79	31,663.75
36 - Totals		\$166,341.00	\$0.00	\$166,341.00	\$16,225.24	\$0.00	\$83,659.28	\$82,681.72	50%	\$135,669.17
38										
38.3070	Trfr fr Sr.Citizens Match	104,340.00	.00	104,340.00	52,170.00	.00	52,170.00	52,170.00	50	107,812.00
38 - Totals		\$104,340.00	\$0.00	\$104,340.00	\$52,170.00	\$0.00	\$52,170.00	\$52,170.00	50%	\$107,812.00
Department 386 - Delivered Meals Totals		\$540,362.00	\$0.00	\$540,362.00	\$106,447.99	\$0.00	\$234,347.82	\$306,014.18	43%	\$538,035.28
REVENUE TOTALS		\$540,362.00	\$0.00	\$540,362.00	\$106,447.99	\$0.00	\$234,347.82	\$306,014.18	43%	\$538,035.28
EXPENSE										
Department 386 - Delivered Meals										
Function E0300 - Aging Services - Federal Funds										
100										
100.110	Salaries & Wages	75,913.00	.00	75,913.00	2,809.45	.00	32,127.43	43,785.57	42	64,811.38
100.140	Employer Contributions	29,050.00	.00	29,050.00	1,109.00	.00	11,972.72	17,077.28	41	26,098.45
100 - Totals		\$104,963.00	\$0.00	\$104,963.00	\$3,918.45	\$0.00	\$44,100.15	\$60,862.85	42%	\$90,909.83
200										
200.220	Operating Supplies	35,000.00	.00	35,000.00	1,061.79	1,212.77	5,007.12	28,780.11	18	14,462.72
200.222	Food	10,818.00	.00	10,818.00	.00	.00	.00	10,818.00	0	13,901.38
200 - Totals		\$45,818.00	\$0.00	\$45,818.00	\$1,061.79	\$1,212.77	\$5,007.12	\$39,598.11	14%	\$28,364.10
Function E0300 - Aging Services - Federal Funds Totals		\$150,781.00	\$0.00	\$150,781.00	\$4,980.24	\$1,212.77	\$49,107.27	\$100,460.96	33%	\$119,273.93
Function E0303 - Aging Services - State Funds										
200										
200.220	Operating Supplies	.00	.00	.00	.00	.00	.00	.00	+++	3,158.12
200.222	Food	118,900.00	.00	118,900.00	12,472.13	6,534.19	68,268.90	44,096.91	63	128,721.87
200 - Totals		\$118,900.00	\$0.00	\$118,900.00	\$12,472.13	\$6,534.19	\$68,268.90	\$44,096.91	63%	\$131,879.99
Function E0303 - Aging Services - State Funds Totals		\$118,900.00	\$0.00	\$118,900.00	\$12,472.13	\$6,534.19	\$68,268.90	\$44,096.91	63%	\$131,879.99
Function E0398 - Required Match										
100										
100.110	Salaries & Wages	94,926.00	.00	94,926.00	2,967.48	.00	33,174.83	61,751.17	35	80,714.00
100.130	Termination Pay	.00	.00	.00	.00	.00	.00	.00	+++	225.48



2983 - 386 - Delivered Meals Budget Performance Report

Fiscal Year to Date 12/17/19

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2983 - Senior Nutrition -Aging										
EXPENSE										
Department 386 - Delivered Meals										
Function E0398 - Required Match										
100										
100.140	Employer Contributions	47,318.00	.00	47,318.00	2,036.07	.00	19,136.82	28,181.18	40	38,840.60
100 - Totals		\$142,244.00	\$0.00	\$142,244.00	\$5,003.55	\$0.00	\$52,311.65	\$89,932.35	37%	\$119,780.08
200										
200.210	Office Supplies	500.00	.00	500.00	.00	35.00	116.34	348.66	30	255.48
200.222	Food	35,382.00	.00	35,382.00	.00	.00	.00	35,382.00	0	11,684.92
200 - Totals		\$35,882.00	\$0.00	\$35,882.00	\$0.00	\$35.00	\$116.34	\$35,730.66	0%	\$11,940.40
300										
300.311	Postage	100.00	.00	100.00	1.12	.00	19.04	80.96	19	4.94
300.320	Printing & Typing	1,000.00	.00	1,000.00	.00	.00	192.00	808.00	19	434.14
300.330	Publicity, Subscrip.&Dues	1,000.00	.00	1,000.00	115.00	200.00	115.00	685.00	32	540.00
300.341	Electric	5,270.00	.00	5,270.00	406.70	13.67	2,158.32	3,098.01	41	4,924.74
300.342	Water & Sewer	1,690.00	.00	1,690.00	.00	.00	653.44	1,036.56	39	1,217.65
300.343	Telephone	2,000.00	.00	2,000.00	.00	120.00	599.80	1,280.20	36	1,724.10
300.344	Heating Fuel	2,626.00	.00	2,626.00	.00	261.37	693.53	1,671.10	36	2,624.51
300.345	Sanitation	1,000.00	.00	1,000.00	73.99	.00	443.94	556.06	44	887.88
300.360	Repair & Maint. Services	6,000.00	.00	6,000.00	.00	.00	611.22	5,388.78	10	4,151.21
300.370	Travel	2,500.00	.00	2,500.00	.00	.00	.00	2,500.00	0	69.17
300.374	Mileage County Vehicles	32,000.00	.00	32,000.00	.00	.00	10,327.00	21,673.00	32	30,318.00
300.380	Training Services	500.00	.00	500.00	.00	.00	.00	500.00	0	.00
300 - Totals		\$55,686.00	\$0.00	\$55,686.00	\$596.81	\$595.04	\$15,813.29	\$39,277.67	29%	\$46,896.34
500										
500.510	Insurance	1,228.00	.00	1,228.00	.00	.00	1,228.00	.00	100	1,228.00
500.530	Rental	14,300.00	.00	14,300.00	1,075.00	.00	6,450.00	7,850.00	45	12,825.00
500 - Totals		\$15,528.00	\$0.00	\$15,528.00	\$1,075.00	\$0.00	\$7,678.00	\$7,850.00	49%	\$14,053.00
900										
900.940	Machinery & Equipment	21,231.00	.00	21,231.00	.00	.00	20,972.78	258.22	99	.00
900 - Totals		\$21,231.00	\$0.00	\$21,231.00	\$0.00	\$0.00	\$20,972.78	\$258.22	99%	\$0.00
Function E0398 - Required Match Totals		\$270,571.00	\$0.00	\$270,571.00	\$6,675.36	\$630.04	\$96,892.06	\$173,048.90	36%	\$192,669.82
Function E0399 - Excess Carryover										
100										
100.130	Termination Pay	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	.00
100.145	Employer Contributions- Grants	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	.00
100.150	Salaries & Wages, Grants	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	.00
100 - Totals		\$14,500.00	\$0.00	\$14,500.00	\$0.00	\$0.00	\$0.00	\$14,500.00	0%	\$0.00
200										
200.220	Operating Supplies	25,000.00	.00	25,000.00	6,478.72	.00	6,478.72	18,521.28	26	11,056.00



2983 - 386 - Delivered Meals Budget Performance Report

Fiscal Year to Date 12/17/19

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2983 - Senior Nutrition -Aging										
EXPENSE										
Department 386 - Delivered Meals										
Function E0399 - Excess Carryover										
200										
200.222	Food	1,919.00	.00	1,919.00	.00	.00	.00	1,919.00	0	30.00
200 - Totals		\$26,919.00	\$0.00	\$26,919.00	\$6,478.72	\$0.00	\$6,478.72	\$20,440.28	24%	\$11,086.00
300										
300.341	Electric	500.00	.00	500.00	.00	.00	.00	500.00	0	.00
300.342	Water & Sewer	500.00	.00	500.00	.00	.00	.00	500.00	0	.00
300.343	Telephone	500.00	.00	500.00	.00	.00	.00	500.00	0	.00
300.360	Repair & Maint. Services	2,000.00	.00	2,000.00	.00	.00	885.00	1,115.00	44	.00
300 - Totals		\$3,500.00	\$0.00	\$3,500.00	\$0.00	\$0.00	\$885.00	\$2,615.00	25%	\$0.00
900										
900.940	Machinery & Equipment	3,500.00	.00	3,500.00	.00	.00	3,404.50	95.50	97	.00
900 - Totals		\$3,500.00	\$0.00	\$3,500.00	\$0.00	\$0.00	\$3,404.50	\$95.50	97%	\$0.00
Function E0399 - Excess Carryover Totals		\$48,419.00	\$0.00	\$48,419.00	\$6,478.72	\$0.00	\$10,768.22	\$37,650.78	22%	\$11,086.00
Department 386 - Delivered Meals Totals		\$588,671.00	\$0.00	\$588,671.00	\$30,606.45	\$8,377.00	\$225,036.45	\$355,257.55	40%	\$454,909.74
EXPENSE TOTALS		\$588,671.00	\$0.00	\$588,671.00	\$30,606.45	\$8,377.00	\$225,036.45	\$355,257.55	40%	\$454,909.74
Fund 2983 - Senior Nutrition -Aging Totals										
REVENUE TOTALS		540,362.00	.00	540,362.00	106,447.99	.00	234,347.82	306,014.18	43%	538,035.28
EXPENSE TOTALS		588,671.00	.00	588,671.00	30,606.45	8,377.00	225,036.45	355,257.55	40%	454,909.74
Fund 2983 - Senior Nutrition -Aging Totals		(\$48,309.00)	\$0.00	(\$48,309.00)	\$75,841.54	(\$8,377.00)	\$9,311.37	(\$49,243.37)		\$83,125.54
Grand Totals										
REVENUE TOTALS		540,362.00	.00	540,362.00	106,447.99	.00	234,347.82	306,014.18	43%	538,035.28
EXPENSE TOTALS		588,671.00	.00	588,671.00	30,606.45	8,377.00	225,036.45	355,257.55	40%	454,909.74
Grand Totals		(\$48,309.00)	\$0.00	(\$48,309.00)	\$75,841.54	(\$8,377.00)	\$9,311.37	(\$49,243.37)		\$83,125.54

CONTRACT

19-139

CONTRACT FROM THE MONTANA
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

CONTRACT NUMBER: 20-221-13009-0

RETURN TO COMMISSION

THIS CONTRACT is entered into between the Montana Department of Public Health and Human Services, (the "Department"), whose contact information is as follows: PO Box 4210,; Helena, MT, 59620, and 406-444-4077; and Area VIII Agency on Aging, whose contact information is as follows: Federal ID Number, 81-6001343, and whose mailing address; 1801 Benefis Court, Great Falls, MT, 59404, (406) 454-6990 and kthiel-schaaf@cascadecountymt.gov (collectively, the "Parties")

RECITALS

Therefore, in consideration of the foregoing Recitals, covenants, terms and conditions set forth herein, the Parties agree as follows:

SECTION 1. SERVICES/SCOPE OF WORK

A. The Department is entering into a contract with Area VIII Agency on Aging for the delivery of Older Americans Act programs, the State Health Insurance Program (SHIP), Medicare Improvement and Patient Portability Act (MIPPA) in the associated planning and service area, particularly described in Exhibit B – Scope of Work.

The purpose of this contract is:

1. The development and maintenance of a comprehensive and coordinated service delivery system for the provision of supportive, nutrition, information, caregiver and advocacy services to older individuals in accordance with the Older Americans Act and the approved Area Plan.
2. To provide services for maximum dignity and independence for older Montanans, especially those with the greatest social and economic needs, those residing in rural areas and those that are homebound.
3. The continuation of a comprehensive and coordinated information, counseling, and assistance program for beneficiaries of health insurance relating to Medicare, Medicaid, Medicare supplemental policies, long-term care insurance, and other health insurance benefits.
4. To enhance and expand outreach activities to help beneficiaries understand and apply for Medicare benefits. The Contractor will assist Medicare beneficiaries, particularly beneficiaries in rural areas and/or who are low income by assisting them to apply for Low Income Subsidy (LIS) and Medicare Savings Programs (MSP) as well as providing beneficiaries with Health and Wellness materials developed by CMS/AOA/NCOA/ACL/AARP and/or other materials as approved by the SHIP Director.
5. To expand knowledge and understanding of aging and the aging process, test innovative ideas in programs and services for older individuals, and help meet the needs for trained personnel in the field of aging through planning priorities on the education and training of personnel to work with and on behalf of seniors 60 and older.

0008576039
DPHHS-AWACS
111 N SANDERS
P O BOX 4210
HELENA MT 59620-4210

RETURN SERVICE REQUESTED

AREA VIII AGENCY ON AGING
1801 BENEFIS CT
GREAT FALLS MT 59405-4377



STATE OF MONTANA

DEPARTMENT OF ADMINISTRATION

NOTICE OF DIRECT DEPOSIT

DATE	REFERENCE NUMBER
2019-12-13	0008576039

AREA VIII AGENCY ON AGING
1801 BENEFIS CT
GREAT FALLS MT 59405-4377

AGENCY	AGENCY NAME			
6901W	DPHHS-AWACS			
BANK ID	BANK ACCOUNT	VENDOR ID	SETTLEMENT DATE	TOTAL PAID AMOUNT
123000848	*****3277	0000023523	2019-12-16	\$59,806.00

INVOICE NUMBER	INVOICE DATE	VOUCHER ID	VOUCHER PAID AMOUNT
002450329	2019-12-12	02330410	\$59,806.00

AWACS

AWACS - DPHHS
406/444-3130

C22 SLTC- AGING SERVICES BUREAU 406-444-7786 000000294839	\$9,562.00
AREA VIII IIIC1 NOV INV 11/30/19 20221130090 III,VII,SHI	
C22 SLTC- AGING SERVICES BUREAU 406-444-7786 000000294839	\$5,929.00
AREA VIII IIIC2 NOV INV 11/30/19 20221130090 III,VII,SHI	
C22 SLTC- AGING SERVICES BUREAU 406-444-7786 000000294829	\$7,001.00
AREA VIII IIIB NOV INV 11/30/19 20221130090 III,VII,SHI	
C22 SLTC- AGING SERVICES BUREAU 406-444-7786 000000294849	\$677.00
AREA VIII IIID NOV INV 11/30/19 20221130090 III,VII,SHI	
C22 SLTC- AGING SERVICES BUREAU 406-444-7786 000000294849	\$4,887.00
AREA VIII IIIE NOV INV 11/30/19 20221130090 III,VII,SHI	
C22 SLTC- AGING SERVICES BUREAU 406-444-7786 000000294849	\$4.00
AREA VIII VII-EA NOV INV 11/30/19 20221130090 III,VII,SHI	
C22 SLTC- AGING SERVICES BUREAU 406-444-7786 000000294698	\$31,746.00
FINAL NSIP SPY19 PAYMENT 12/11/19 20221130090 III,VII,SHI	

PAYMENT DATE
12/18/2019
COLLECTION STATION
TRACCT 1
RECEIVED FROM
Aging Services
DESCRIPTION
121619 Aging Services

CASCADE COUNTY TREASURER'S OFFICE
(406) 454-6853 Matthew
(406) 454-6854 Jeff

BATCH NO.
2020-00000244
RECEIPT NO.
2020-00001434
CASHIER
TRS-Jeffry Nation

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT
MISC	Miscellaneous Admin 2986 101.000 Cash \$581.08 2986-334 33.1161 Fed Title 3B Administration-Aging \$581.08	\$581.08
MISC	Miscellaneous Admin 2986 101.000 Cash \$1,071.00 2986-334 33.1163 Fed Title 3C Nutrition-Aging \$1,071.00	\$1,071.00
MISC	Miscellaneous admin 2986 101.000 Cash \$488.70 2986-334 33.1165 Fed Title 3E Contract Services-Aging \$488.70	\$488.70
MISC	Miscellaneous SHIP 2981 101.000 Cash \$4.00 2981-385 33.1168 Fed Title 7 -Aging \$4.00	\$4.00
MISC	Miscellaneous Respite 2980 101.000 Cash \$4,398.30 2980-390 33.1165 Fed Title 3E Contract Services-Aging \$4,398.30	\$4,398.30
MISC	Miscellaneous SC 2981 101.000 Cash \$6,419.92 2981-360 33.1160 Fed Title 3B Direct Services-Aging \$6,419.92	\$6,419.92
MISC	Miscellaneous SC 2981 101.000 Cash \$677.00 2981-360 33.1167 Fed Title 3D Preventative Health-Aging \$677.00	\$677.00
MISC	Miscellaneous Cong 2983 101.000 Cash \$9,083.90 2983-268 33.1163 Fed Title 3C Nutrition-Aging \$9,083.90	\$9,083.90
MISC	Miscellaneous MOW 2983 101.000 Cash \$5,336.10 2983-386 33.1163 Fed Title 3C Nutrition-Aging \$5,336.10	\$5,336.10
MISC	Miscellaneous 2983 101.000 Cash \$31,746.00 2983-386 33.1166 NSIP-Aging \$31,746.00	\$31,746.00
Payments:	Type Detail Amount	
	Wire Trans	\$59,806.00
Total Amount:		\$59,806.00

Customer Copy

Current Day

Detail

TREASURER OF CASCADE COUNTY

SinglePoint

Reported Activity as of 12/16/2019

Printed on 12/16/2019 at 8:27 AM MST



Bank Name

US Bank Interstate

Account Number

Account Name

CREDIT(S)

ACH Credit(s)

Dollar Amount

\$59,806.00

Transaction Details

STATE OF MONTANA MT30999 191213
008576039A6901W 8810302402
Transaction Reference: 19347005786120

Aging

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

\$2,007.72

STATE OF MONTANA MT30999 191213 013401005B6901X
8810302402
Transaction Reference: 19347005789518

Aging

[REDACTED]

\$1,950.00

SIMPLIFILE LC CLKRECORDR 121319 MTC9AC-
1010658627
Transaction Reference: 19350001278906

C&R

[REDACTED]

[REDACTED]

[REDACTED]

\$177.39

STATE OF MONTANA MT30999 191213 013401006B6901X
8810302402
Transaction Reference: 19347005793198

CCAD

January 14, 2020

Contract #20-01

Agenda Action Report
prepared for the
Cascade County Commission

ITEM:

Contract #20-01

**Amendment Number One to Contract #20027210050
between the Montana Department of Public Health and
Human Services and Cascade County Area VIII Agency
on Aging**

ACTION REQUESTED:

Approve Contract #20-01

PRESENTED BY:

Kim Thiel-Schaaf, Aging Services Director

SYNOPSIS:

The USDA Commodities Supplemental Food Program (CSFP) is administered in Montana by the Department of Public Health & Human Services (DPHHS) and is open to persons over 60 years of age who meet income guidelines. The program provides 40 pounds of staple foods to supplement the diets of low-income elderly in Montana to reduce food insecurity. DPHHS contracts with various agencies throughout the state to ensure that the program is available to anyone who might need it. Cascade County Aging Services provides the program via contract with the state to qualifying clients in Cascade County. MT DPHHS Amendment #1 to Contract 20027210050, Cascade County 19-179 will reimburse an amount of \$3.50 per client served per month, not to exceed \$5,771 through December 20, 2019 under FFY2020 Congressional Continuing Resolutions #2.

RECOMMENDATION:

Approval of Contract #20-01.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Mr. Chair, I move that the Commissioners **APPROVE** Contract #20-01 Amendment #1 to Contract #20027210050 Commodities Supplemental Food Program.

MOTION TO DISAPPROVE: Mr. Chair, I move that the Commissioners **DISAPPROVE** Contract #20-01 Amendment #1 to Contract #20027210050 Commodities Supplemental Food Program.

CONTRACT AMENDMENT NO. 1
CONTRACT FOR CSFP
CONTRACT # 20027210050

20-01

This CONTRACT AMENDMENT is to amend the above-referenced contract between the State of Montana, Human and Community Services Division (STATE), whose address, phone number and Fax are 111 N. Jackson, P.O. Box 202925, Helena, MT, Phone (406) 444-6676, Fax (406) 406-444-2547 and Area VIII Agency on Aging, (CONTRACTOR), whose address and phone number are 1801 Benefis Court, Great Falls, MT 59405, (406) 454-6990. This Contract is amended for the following purpose(s):

SECTION 3. CONSIDERATION AND PAYMENTS, will be amended as follows:

The Department will reimburse an amount of \$3.50 per client served for that month, not to exceed the assigned caseload listed in Attachment C of this agreement under FFY20 Continuing Resolution #2, not to exceed \$5,771 through December 20, 2019.

SECTION 11. COMPLIANCE WITH LAWS/WARRANTIES will be amended as follows:

Subsection H.6. Total amount of funds obligated with this action: **\$2,114**

Subsection H.7. Amount of funds obligated to sub recipient: **\$5,771**

Subsection H.8. Total amount of the federal award: **\$5,771**

Except as modified above, all other terms and conditions of Contract 20027210050 remain unchanged.

STATE OF MONTANA
HUMAN AND COMMUNITY SERVICES DIVISION
111 N. JACKSON
HELENA, MT 59620-2925

AREA VIII AGENCY ON AGING
1801 BENEFIS COURT
GREAT FALLS, MT 59405
TAX ID #81-6001343

BY: _____
(Name/Title)

BY: Kimerliegh Theil-Schaaf Area VIII Agency D

(Name/Title)

Signature

Signature

Date

Date

January 14, 2020

Contract #20-03

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Contract 20-03
Cooperative Agreement between
Montana DPHHS and Board of Health

INITIATED AND PRESENTED BY: Trisha Gardner,
Public Health Officer

ACTION REQUESTED: Approval of Contract #20-03

BACKGROUND:

The purpose of this agreement is to establish a payment schedule for maximizing the disbursement of funds to the Board of Health to support inspections of licensed establishments and to determine which optional programs the Board of Health will conduct.

TERM: January 1, 2020 – December 31, 2020

AMOUNT: See attached Tables 1 - 3, Appendix A, and Appendix B

RECOMMENDATION: Approval of Contract #20-03

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Contract #20-03, Cooperative Agreement between Montana DPHHS and Board of Health.

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #20-03, Cooperative Agreement between Montana DPHHS and Board of Health.

Cooperative Agreement

Between
Montana Department of Public Health and Human Services
And
Board of Health

Identity of Parties and Purpose Statement

This **Cooperative Agreement** (Agreement) is between the **Montana Department of Public Health and Human Services** (DPHHS), and the **Cascade City-County Board of Health** (BOH).

The purpose of this Agreement is to establish a payment schedule for maximizing the disbursement of funds to the BOH to support inspections of licensed establishments and to determine which optional programs the BOH will conduct.

A failure to sign this agreement may result in the inability of a local health jurisdiction to maximize funding. Each completed inspection will result in a payment equal to the license fee or the portion of that fee designated in the applicable statute.

Period of Performance and Termination of this Cooperative Agreement

This Cooperative Agreement is effective from **January 1, 2020 through December 31, 2020** and cannot be terminated except by written notification from one of the parties with a minimum of 30-day notice. This agreement may not be extended.

Sole Agreement

This is the only Agreement between the parties with respect to payments for inspections for licensed establishments. This Agreement replaces any previous Cooperative Agreement(s) entered into by the parties with respect to payments and responsibilities for inspections of public establishments as defined in this agreement.

Alterations or Amendments

The parties may amend this Cooperative Agreement by mutual agreement. Any amendment is effective only when in writing and signed by both parties.

Responsibilities of the parties:**The BOH agrees:**

1. To inspect the following types of licensed establishments within its jurisdiction on an annual basis:
 - a) Inspections required to be performed by local health jurisdictions
 - i. Retail Food Establishments

- ii. Wholesale Food Establishments
- iii. Trailer Courts & Campgrounds
- iv. Public Accommodation (see 2a for exceptions)

- b) The BOH agrees to conduct the following activities (please check all that apply):
- i. Pools, Spas and Other Water Feature Inspections – Seasonal establishments must be inspected once per calendar year. Year-round establishments must have one full facility inspection and one critical point inspection conducted per year.

☒ Yes
☐ No

- ii. Body Art Establishment Inspections

☒ Yes
☐ No

- iii. Body Art Establishment Plan Review

☒ Yes
☐ No

- iv. Peer to Peer Inspector Training (see Appendix Band Table 3)

☒ Yes
☐ No

- v. Perform joint wholesale food establishment food processing and product labeling reviews with the department.

☐ Yes
☒ No

- c) If the BOH chooses not to perform inspections and/or plan or process reviews of pools, spas, and other water features, wholesale food establishments, or body art facilities, they will be conducted by the Department or its designee. A designee may include a neighboring county under contract with the Department.
- d) If the BOH opts out of Pool and Body Art inspections, the BOH gives DPHHS the authority to sign Pool, Spa, and Body Art licenses for the county.
- e) If the BOH opts into Peer to Peer Inspector Training, they agree to have Trainers host a trainee, travel to the trainee's county, or a combination of the two, to perform routine inspections of licensed establishments (See Appendix B and Table 3). Only DPHHS-standardized or FDA-standardized inspectors may provide the Peer to Peer inspections of retail food establishments. Opting into this program means that you are only obligated to assist counties as time allows. It does not mean that you are expected to prioritize neighboring county trainings over your own.

2. To inspect public sleeping accommodations within its jurisdiction as follows:

- a) Inspect each hotel, motel, rooming house/boarding house/hostel before initial license validation, upon complaint, and routinely inspect at least once annually;

- b) Inspect each bed & breakfast and tourist/vacation home/condominium before initial license validation and upon complaint;
 - c) Complete follow-up inspections as determined necessary by the sanitarian; and
 - d) Make a reasonable effort to license all operating establishments, including tourist homes.
- 3. Inspections of licensed establishments must be performed by the local health officer, sanitarian, or sanitarian-in-training;
- 4. To enter inspection dates into the Department's database, after inspection or within two weeks after the end of each quarter;
- 5. A minimum of one person in the County will obtain access to the Department's licensing database, receive training, and enter the date and name of person performing each inspection;
- 6. On a minimum of a quarterly basis, to notify the Department of any status changes to establishment licenses (i.e. out of business; change of ownership);
- 7. To provide copies of inspection reports to the Department for auditing purposes, upon request;
- 8. To notify the Department when a sanitarian or the BOH takes enforcement action that may impact a license; and
- 9. To be eligible for payment from the Local Board Inspection Fund (LBIF), the County must maintain a functioning local board of health as required by Title 50 of the Montana Code Annotated.

The Department agrees:

- 1. To pay the percentage required by statute of each licensing fee received by the Department into a Local Board Inspection Fund. Fees paid into the fund will be collected from licensees of retail food establishments, wholesale food establishments, public accommodations, trailer courts and campgrounds, and, if applicable, body art establishments (see Table 2), pools, spas, and other water features;
- 2. To pay the BOH the license fee or fees associated with an establishment from the local board inspection fund, so long as the licensed establishment is inspected or reported as permanently closed and the license fee or fees have been paid by the establishment;
- 3. If the BOH inspects licensed establishments in program categories covered by this agreement before the end of the licensure year, payment from the Local Board Inspection Fund will be made at the rates according to statute using the payment

schedule in Table 1. Payment rules to be applied to the percentages can be found in Appendix A;

4. To provide copies of plan review correspondence to the county sanitarian;
5. The amount available from the local board inspection fund is solely dependent upon fees paid by licensed establishments within the relevant jurisdiction. The percentage paid to the BOH under the schedule is intended to be a percentage of the actual amount available in that fund based on amounts paid in from licensees. Under no circumstances will the Department be obligated to pay an amount larger than has been paid into the Local Board Inspection Fund. Payment is also dependent on statutory authority available to the State to make payments from the Local Board Inspection Fund;
6. To provide training, education, technical assistance and information to staff of local board of health;
7. To maintain a record of inspections submitted by the staff of the local board of health as required in rule; and
8. To provide analytical support through the Laboratory Services Bureau to the BOH's environmental health program regarding food safety. When necessary, support to environmental health programs may include food and environmental sampling for *Salmonella*, *Listeria*, and Shiga-toxin producing *E.coli*, along with clinical (human) testing for the analytes listed in the public health laboratory manual.

The laboratory maintains and provides sample collection kits and technical support when food or water samples need to be collected and tested for contamination. This includes food sampling kits and drinking water emergency sampling supplies. Examples include assisting with *Listeria* swabbing or collecting and shipping samples of food for *Salmonella* or *E.coli* analysis.

The Laboratory Services Bureau is certified by Region 8 of the EPA and can provide water analysis for pesticides, herbicides, volatile organics, industrial chemicals, nutrients, enteric bacteria, oxygen demand, metals, mercury, as well as lead in paint and dust wipes. The laboratory not only tests drinking water, but also wastewater, groundwater, sediment, solid wastes, and plant and fish tissues.

In an outbreak or emergency where the Department cannot provide laboratory support through the Laboratory Services Bureau, it will work closely with relevant regulatory agencies and their laboratories including the CDC, FDA, and USDA.

Table 1: Payment Schedule- Applies to Retail Food Establishments; Wholesale Food Establishments; Public Accommodations (except Tourist Homes and Bed & Breakfasts *see note) Trailer Courts/Campgrounds; Body Art Establishments; Pools, Spas and Other Water Features (if applicable):

Percent of Licensed Establishments Inspected by the County during the licensure year	LBIF Disbursement by Percentage
90% - 100%	100% (of paid licenses)
< 90%	1 Payment per Paid License per Inspection

* Note: All license fees for Tourist Homes and Bed & Breakfast will be paid annually to the county and are not subject to Table 1.

Table 2: License fees reimbursed to counties performing inspections of Body Art Establishments:

License type	License fee	Reimbursement per inspection
Tattooing	\$135	\$121.50 (90%)
Body Piercing	\$135	\$121.50 (90%)
Ear lobe piercing only	\$75	\$67.50 (90%)

Table 3: Peer to Peer Retail Food Inspector training: Counties will be reimbursed for mileage, meals and lodging for their employees who may be either trainers or trainees and travel outside of their home counties for the purpose of peer to peer training. Counties who host a trainee will also be given an additional \$50 per training inspection. Please note that opting into this portion of the cooperative agreement does not obligate you to provide this service. Peer to peer trainings will only be done when both counties have time (See Appendix B).

Lodging*	State Rate (Approx. \$96/Night)
Meals	Up to \$30.50 Per day
Mileage	\$0.279 Per mile
Additional Inspection Reimbursement	\$50.00 Per Inspection

* Note: Lodging will be reimbursed at the state rate unless preauthorization is granted by DPHHS; every attempt should be made to obtain state rates.

Both parties agree that:

1. The responsibilities of the parties are governed by the Montana Code Annotated and

the Administrative Rules of Montana and nothing in this agreement is intended to contradict or supplant relevant provisions of the laws of Montana; and

2. The following process is to be used in the event of a disagreement between the BOH and the Food & Consumer Safety Section (FCSS) about the terms of this agreement.
 - a. If the BOH is unable to resolve their disagreement with FCSS, a written notification from the BOH must be provided to the Communicable Disease Control and Prevention Bureau Chief. The BOH shall provide in writing specific details about the remaining issues that are in dispute. The Bureau Chief shall attempt to resolve the dispute. If unable to resolve the dispute, the reasons for the department's position on the issues in dispute must be presented to the BOH in writing.
 - b. If resolution of the disagreement is not obtained, the BOH may request a review and written determination to be made by the Public Health and Safety Division Administrator.
 - c. The decision of the Division Administrator may be appealed to the Department Director, whose decision is final.

Liaisons:

These persons serve as the primary contacts between the parties regarding the performance of the task order.

1. Ed Evanson is the liaison for DPHHS (phone: 406-444-5309)
2. Liaison for the BOH: Terry Barber, BOH Chair

For: Montana Department of Public Health and Human Services

Signature: _____

Printed name and title: Todd Harwell, Division Administrator

Date: _____

For: Cascade City County Board of Health

Signature: _____

Printed name and title: _____

Date: _____

Please mail signed Agreement to:

Ed Evanson, Supervisor
DPHHS-Food & Consumer Safety Section
P.O. Box 202951
Helena MT 59620-2951

Appendix A:

Payment Rules for Licensed Establishments

The following scenarios describe how credit for an inspection will be applied to the percentage described in Table 1 of this Agreement. Any scenarios not covered by these business rules will be evaluated on a case by case basis.

Scenario	License Fee(s) paid	Inspection(s) completed	Credit(s) toward percentage
1	License fee paid	1 or more inspection(s) completed	1 credit toward percentage
2	License fee paid	0 inspections completed	0 credit toward percentage
3	License fee paid	0 inspection completed due to business closing	1 credit toward percentage
4	0 fees paid	0 inspections completed	0 credit toward percentage
5	2 license fees paid on 1 establishment due to change in ownership	2 inspections performed because of change in ownership	2 credits toward percentage
6	2 license fees paid on 1 establishment due to change in ownership	1 inspection performed	1 credit toward percentage
7	License fee paid for pool or spa operated throughout the year	1 full facility and 1 critical point inspection performed	1 credit toward percentage
8	License fee paid for seasonal pool or spa	1 full facility inspection performed	1 credit toward percentage

Appendix B:

Peer to Peer Inspector Training

One of the tasks of Food and Consumer Safety is to provide or facilitate training to ensure consistent, high quality inspections across the state. Joint inspections with experienced county inspectors are one way to accomplish that. To minimize the impact to county budgets, Food and Consumer Safety will fund peer to peer inspection training up to \$10,000 per year (allocated total for the entire state).

These funds are available on a first-come, first-serve basis for counties with a new inspector, or an inspector needing additional training in a certain type of inspection or inspection components outside of previous training. This may be a Sanitarian in Training (SIT) or is a sanitarian that is moving into inspection types with which they have limited experience.

Training will be provided at the discretion of the counties. If a county opts into this program but time and/or resources change the county is not obligated to host training or send a trainer to a neighboring county.

Minimum requirements for trainers:

1. Currently employed by a county and determined by FCS to be qualified to provide training;

The following applies to food inspections:

- a. Trainers must be standardized in food inspections by the State Standard or FDA Standard.
- b. Minimum Facility Requirements
 1. Risk Level 2, 3, or 4
- c. Inspections by Risk Level (see Annex 5, Table 1 of the 2013 Food Code)
 1. Risk Level 2 - no more than 3 inspections
 2. Risk Level 3 or 4 - up to 12 inspections
 3. If possible, facilities should include
 - a. retail processing,
 - b. HACCP, and
 - c. Molluscan shellfish sales or service
 4. FCS currently does not have plans to approve more than 15 Peer to Peer inspections at a time.

Reimbursement:

1. Trainers may host the trainee and/or travel to the trainee's county to perform inspections.
2. Reimbursement to the county for mileage, meals and lodging for either trainers or trainees who travel outside of their jurisdiction.
3. An additional \$50 per inspection for a county hosting a trainee, due to the additional amount of time required for training.

Projected Reimbursement per training:

Lodging	State Rate (Currently \$96/night)	x5 nights	\$480.00
Meals	\$30.50/day	x5 days	\$152.50
Mileage	\$0.279/mile	x400 miles	<u>\$111.60</u>
Total travel			\$744.10
Additional inspection reimbursement			
	\$50.00/inspection	x15	<u>\$750.00</u>
Total per sanitarian trained			\$1494.10

All peer to peer training must be pre-approved by FCS. To receive pre-approval, send the section the following information:

- 1) The training inspector
- 2) The trainee
- 3) The establishments to be visited with the risk categories
- 4) The number of days and nights spent training
- 5) The projected lodging cost
- 6) The projected mileage cost

January 14, 2020

Agenda # 1

**Agenda Action Report
Prepared for the
Cascade County Commission**

ITEM	Public Meeting for Final Plat Approval of Ranches at Belt Creek Phase 3 Major Subdivision
INITIATED BY	Mark Hawn, Trophy Property Developers, Inc
ACTION REQUESTED	Final Plat Approval for Ranches at Belt Creek Phase 3 Major Subdivision
PRESENTED BY	Sandor Hopkins, Interim Planning Director

BACKGROUND: Mark Hawn, Trophy Property Developers, Inc, request final plat approval for The Ranches at Belt Creek Phase 3 major subdivision that will create nineteen (19) residential lots, ranging in size from 5.0 acres to 30.245 acres. The property lies within the Rural Residential Five (RR5) zoning district and the total acreage of the proposed site is 143.98 acres. Access to the proposed subdivision utilizes two separate ingress/egress from Old Armington Road, one known as Peacemaker Ridge and the other a secondary emergency/recreational route known as Clubhouse Drive, and an internal subdivision road system. This subdivision was reviewed and approved by the Department of Environmental Quality for water, wastewater, and stormwater approvals at the time of the initial Ranches at Belt Creek development, this approval remains valid. This application received preliminary plat approval, along with an associated variance from ingress/egress standards, by the County Commission on June 14, 2019. The preliminary plat approval had nineteen (19) conditions that needed to be met prior to final plat approval as listed below.

1. Having the developer's surveyor correct any errors or omissions on the preliminary plat;
2. Causing to be prepared certificates of title of the land in the subdivision to be recorded in conjunction with the final plat;
3. Submitting with the plat a certificate of a title abstracter showing the names of the owners of record of the land and the names of lien holders or claimants of record against the land (M.C.A. 76-3-612, 2017);
4. Causing to be recorded in conjunction with the final plat The Ranches at Belt Creek Homeowner's Association covenants that pertain to the development and that contain, at a minimum, a noxious weed control program, an erosion control program, a limit to livestock and pets, a provision prohibiting commercial or industrial uses, and that impose upon all landowners the exclusive responsibility to share with the other members of The Ranches at Belt Creek Homeowner's Association the maintenance of the public rights of way created by and indicated on the subdivision plat;
5. Pursuant to 7-22-2152 MCA, submitting a written plan to the Cascade County Weed and Mosquito Board specifying the methods for weed management procedures with regards to this development;

6. Causing to be recorded in conjunction with the final plat homeowners' association documents with sufficient authority and procedural mechanisms to administer, enforce, and fund the perpetual maintenance and discretionary improvement of the public rights of way created by and indicated on the subdivision plat;
7. Causing to be recorded on the plat a statement concerning limited public services.
8. Causing to be recorded on the plat an Agricultural Notification Statement;
9. Design, construction, inspection, and certification, by a licensed professional engineer, of all internal private roads and cul-de-sacs to Cascade County Subdivision Road Specifications, as well as the purchase and installation of all required street signs and stop signs. All of the above items to be at the developer's expense and to be completed prior to the approval of the final plat.
10. The inclusion on the major plat of a statement provided by Cascade County certifying the status of the internal subdivision roads;
11. The inclusion of setbacks in the covenants as required by the Cascade County Zoning Regulations;
12. Obtaining approval for the proposed water and sewage disposal systems from state and/or local health departments;
13. To be filed with final plat a Declaration of Covenant that declares that all of the properties described shall be held, sold, and conveyed subject to the following covenant which shall run with the real property and be binding on all parties having any heirs, successors and assigns, and shall bind each owner thereof. The covenant may be revoked for any or all parcels within the subdivision by mutual consent of the owners of the parcels in question and the governing body of Cascade County;
14. The homeowners association shall be responsible for the continual maintenance of the public improvements including fire suppression equipment as well as all public parkland and open space area as outline in the covenants and homeowners documents and on the plat and accompanying submittal;
15. Causing to be recorded in conjunction with the final plat, an agreement requiring property owners of each subdivision tract to take part in any Rural Special Improvement District (RSID) for the reconstruction, improvement or perpetual maintenance of all interior roads, or any other road that can be used to access these lots as determined by Cascade County, provided that all other property owners served by said road share equitably in such an RSID. This statement of waiver shall be placed on the final plat;
16. Causing to be recorded on the plat a statement concerning the near proximity of two Montana Fish Wildlife and Parks Block Management Areas that would allow public hunting;
17. Inspection and certification, by a licensed professional engineer, of all fire suppression and storage facilities, to be also approved by the Fire Chief of the Belt Rural Volunteer Fire District. All of the above items to be at the developer's expense and to be completed prior to the approval of the final plat;

18. The homeowners' association shall be responsible for the continual maintenance of the equipment subject to adequate inspections by the Fire Chief of the Belt Rural Volunteer Fire District to insure the equipment is being properly maintained;
19. A copy of the MDEQ General Discharge Permit for Stormwater associated with construction activity shall be submitted prior to final plat approval, if applicable.

CONCLUSION: The proposed subdivision meets the requirements of the Cascade County Subdivision Regulations, as well as Montana's Subdivision and Surveying Laws and Regulations and the applicant has fulfilled all the conditions of approval.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO DENY: I move that the Commissioners, after consideration of the Staff Report and Findings of Fact **deny** The Final plat for The Ranches at Belt Creek Phase 3 major subdivision.

MOTION TO APPROVE: I move that the Commissioners after consideration of the Staff Report and Findings of Fact **approve** The Final plat for Ranches at Belt Creek Phase 3 major subdivision due to the nineteen (19) conditions being met.

cc: Mark Hawn, Trophy Property Developers, Inc
Mark Leo, Big Sky Civil & Environmental

Attachments:

Final Plat Application



Subdivision Final Plat Approval Form

Cascade County Public Works Department
Planning Division
121 4th St No, STE 2H/I, Great Falls MT 59401
Phone: 406-454-6905 Fax: 406-454-6919

OFFICE USE ONLY

Application #: _____ Fee for Major: \$400
Date Form Received: 12/23/2019 Payment: Check (#) 7065 Cash N/A
Type of Subdivision: _____ Final Approval/Rejection Date: _____

Date: 12/23/19

1. Name of Subdivision: The Ranches at Belt Creek – Phase III
2. Location: S1/2 S1/2 & N1/2N1/2 Section 18 & 19 Township 18N Range 7E
For Amended Plats: Lot(s) _____ Block(s) _____ Subdivision: Ranches at Belt Creek
3. Name of Subdivider: Trophy Property Developers
Mailing Address: 5890 US Highway 89
City: Belt State: MT Zip: 59412 Phone #: 406-750-6135
4. Name, address and telephone number of persons of firms providing services and information
(e.g.: surveyor, engineer, designer, planning consultant, attorney)
Name of Representative(s): Mark Leo, E.S. – Big Sky Civil & Environmental, Inc.
Mailing Address: PO Box 3625
City: Great Falls State: MT Zip: 59403 Phone #: 406-727-2185
5. Descriptive Data:
 - a. Gross area in acres: 143.980 acres
 - b. Number of lots or rental spaces: 19
 - c. Existing zoning or other regulations: Rural Residential Five (RR5)
6. Date Preliminary Plat Approved: June 14, 2019
7. Any Conditions? Yes - 19 (If Yes, attach list of conditions.)
8. Any Deed restrictions or covenants? Refer to existing covenants. (If Yes, attach a copy.)

9. All improvements installed? Yes (If No, attach subdivision improvements agreement or guarantees.)
10. List of materials submitted with this final plat approval form:
- a. Draft Final Plat
 - b. Conditions of Approval – Addressed
 - c. DEQ Certificate of Subdivision Approval (EQ #09-2381)
 - d. _____
 - e. _____
 - f. _____

I do hereby certify that all the statements and information to include those contained in all exhibits transmitted herewith are true. I hereby apply to the Board of Commissioners of Cascade County for approval of the final plat.

 (Big Sky Civil & Environmental, Inc. – For Trophy Property Developers)
Subdivider

**CONDITIONS OF APPROVAL
THE RANCHES AT BELT CREEK – PHASE III
DECEMBER 2019**

1. Having the developer's surveyor correct any errors or omissions on the preliminary plat; **Attached is a final draft copy of the plat.**
2. Causing to be prepared certificates of title of the land in the subdivision to be recorded in conjunction with the final plat; **See Attached**
3. Submitting with the plat a certificate of a title abstracter showing the names of the owners of record of the land and the names of lien holders or claimants of record against the land (M.C.A. 76-3-612, 2017); **See Attached.**
4. Causing to be recorded in conjunction with the final plat The Ranches at Belt Creek Homeowner's Association covenants that pertain to the development and that contain, at a minimum, a noxious weed control program, an erosion control program, a limit to livestock and pets, a provision prohibiting commercial or industrial uses, and that impose upon all landowners the exclusive responsibility to share with the other members of The Ranches at Belt Creek Homeowner's Association the maintenance of the public rights of way created by and indicated on the subdivision plat; **There is an existing HOA. Phase III will join the existing HOA. Attached are copies of the existing covenants.**
5. Pursuant to 7-22-2152 MCA, submitting a written plan to the Cascade County Weed and Mosquito Board specifying the methods for weed management procedures with regards to this development; **Attached**
6. Causing to be recorded in conjunction with the final plat homeowners' association documents with sufficient authority and procedural mechanisms to administer, enforce, and fund the perpetual maintenance and discretionary improvement of the public rights of way created by and indicated on the subdivision plat; **Phase III will join in the existing HOA.**
7. Causing to be recorded on the plat a statement concerning limited public services. **See Draft Final Plat**
8. Causing to be recorded on the plat an Agricultural Notification Statement; **See Draft Final Plat.**
9. Design, construction, inspection, and certification, by a licensed professional engineer, of all internal private roads and cul-de-sacs to Cascade County Subdivision Road Specifications, as well as the purchase and installation of all required street signs and stop signs. All of the above items to be at the developer's expense and to be completed prior to the approval of the final plat.

10. The inclusion on the major plat of a statement provided by Cascade County certifying the status of the internal subdivision roads; **See the attached Certification.**
11. The inclusion of setbacks in the covenants as required by the Cascade County Zoning Regulations; **See the attached existing covenants.**
12. Obtaining approval for the proposed water and sewage disposal systems from state and/or local health departments; **See attached Certificate of Subdivision Approval.**
13. To be filed with final plat a Declaration of Covenant that declares that all of the properties described shall be held, sold, and conveyed subject to the following covenant which shall run with the real property and be binding on all parties having any heirs, successors and assigns, and shall bind each owner thereof. The covenant may be revoked for any or all parcels within the subdivision by mutual consent of the owners of the parcels in question and the governing body of Cascade County; **See attached covenants.**
14. The homeowners association shall be responsible for the continual maintenance of the public improvements including fire suppression equipment as well as all public parkland and open space area as outline in the covenants and homeowners documents and on the plat and accompanying submittal; **See attached covenants.**
15. Causing to be recorded in conjunction with the final plat, an agreement requiring property owners of each subdivision tract to take part in any Rural Special Improvement District (RSID) for the reconstruction, improvement or perpetual maintenance of all interior roads, or any other road that can be used to access these lots as determined by Cascade County, provided that all other property owners served by said road share equitably in such an RSID. This statement of waiver shall be placed on the final plat; **See attached draft final plat.**
16. Causing to be recorded on the plat a statement concerning the near proximity of two Montana Fish Wildlife and Parks Block Management Areas that would allow public hunting; **See attached draft final plat.**
17. Inspection and certification, by a licensed professional engineer, of all fire suppression and storage facilities, to be also approved by the Fire Chief of the Belt Rural Volunteer Fire District. All of the above items to be at the developer's expense and to be completed prior to the approval of the final plat; **See certification letter and letter from Belt Fire chief.**
18. The homeowners' association shall be responsible for the continual maintenance of the equipment subject to adequate inspections by the Fire Chief of the Belt

Rural Volunteer Fire District to insure the equipment is being properly maintained; See attached letter from Belt Fire Chief.

19. A copy of the MDEQ General Discharge Permit for Stormwater associated with construction activity shall be submitted prior to final plat approval, if applicable.
All infrastructure has been constructed – not applicable.

PROPOSED NOXIOUS WEED MANAGEMENT PLAN

In accordance with 7-22-2132 (4) MCA. A person is considered in compliance if he submits and the Board accepts a proposal to undertake specified control measures, and is in compliance for so long as he performs according to the terms of the proposal.

- Noxious weeds requiring management with approximate size of infestations: Spotted knapweed and Canada thistle. Scattered patches primarily along roadways, approximately 3 acres infested observed.
- Location: Township 18N Range 7E Section 18 & 19 GEO Code 02-2781-18-3-03-01-0000 & 02-2781-19-1-02-01-0000

Sub-division The Ranches at Belt Creek (Phase III) Block _____ Lot _____

Attach map of plat, or sketch of the property with weed infestations shown

- Number of years to implement management plan: ____ 1 year ____ 3 years X 5 years
- Specified control measures: Spray any noxious weeds present in spring, including along all roadways that lead to and connect to the Phase III Subject Property. Chemical application best, as mowing will not control. Knapweed likely to become present anywhere ground is disturbed in this area.

X Chemical: Mark which chemical(s) will be used, or write chemical(s) here: Milestone, Tordon, or Grazon recommended

E = excellent G = good F = fair - = not tested / not recommended <i>*Results may be variable*</i>	2,4-D	Escort (metsulfuron methyl)	Tordon (picloram) <small>RESTRICTED USE PESTICIDE</small>	Perspective (aminocyclopyrachlor)	Milestone (aminopyralid)	Plateau (imazapic)	Telar (chlorosulfuron)	SpeedZone or E2 (2,4-D + dicamba)	Roundup (glyphosate)
Spotted Knapweed	G	-	E	G	E	-	-	G	F
Diffuse Knapweed	F	-	E	G	E	-	-	F	F
Russian Knapweed	-	F	E	G	E	G	F	F	-
Leafy Spurge	F	-	G	G	-	G	-	F	G
Dalmation Toadflax*	-	F	G	G	-	G	G	-	-
Canada Thistle	F	F	E	E	E	-	G	F	G
Field Bindweed	F	F	G	G	-	G	-	F	F
Whitetop	F	E	-	G	-	G	E	F	F
Houndstongue	F	E	G	G	-	G	G	G	F
Hoary Alyssum	F	E	-	-	-	-	-	F	F
Oxeye Daisy	F	E	G	-	E	-	-	F	F

____ Cultural/Physical: Explain. _____

____ Biological: As an integrated component of overall management. Explain. _____

- Who will be doing the control work? Self X Commercial contractor _____
- Dates control measures will be carried out each year: Spring initially, then as needed when noxious weeds become present.
- Are there any environmentally sensitive areas? No If so describe: _____

If weeds are not managed as above, this further authorizes Cascade County Weed and Mosquito Management District to implement this plan.

Dated this 6 day of Feb 20 19.

Weed District Accept: (yes) (no)

Weed District Signature: _____

I acknowledge and agree to the foregoing provisions:

Signature [Signature]

Name MARK HAWN

Mailing Address 5870 Hwy 89

City Belt State MT Zip 59412



Montana Department of
ENVIRONMENTAL QUALITY

Brian Schweitzer, Governor

P.O. Box 200901 • Helena, MT 59620-0901 • (406) 444-2544 • www.deq.mt.gov

April 6, 2009

Mark Leo ES
Big Sky Civil & Environmental Company
1505 14th Street SW
Great Falls MT

RE: The Ranches at Belt Creek Subdivision
Phase 2 & 3 Rewrite
Cascade County
E.Q. #092381

Dear Mr Leo:

The plans and supplemental information relating to the water supply, sewage, solid waste disposal, and storm drainage (if any) for the above referenced division of land have been reviewed as required by ARM Title 17 Chapter 36(101-805) and have been found to be in compliance with those rules.

Two copies of the Certificate of Subdivision Plat Approval are enclosed. The original is to be filed at the office of the county clerk and recorder. The duplicate is for your personal records.

Development of the approved subdivision may require coverage under the Department's General Permit for Storm Water Discharges Associated with Construction Activity, if your development has construction-related disturbance of one or more acre. If so, please contact the Storm Water Program at (406) 444-3080 for more information or visit the Department's storm water construction website at <http://www.deq.state.mt.us/wqinfo/MPDES/StormwaterConstruction.asp>. Failure to obtain this permit (if required) prior to development can result in significant penalties.

Your copy is to inform you of the conditions of the approval. Please note that you have specific responsibilities according to the plat approval statement primarily with regard to informing any new owner as to any conditions that have been imposed.

If you wish to challenge the conditions of this Certificate of Subdivision Plat Approval, you may request a hearing before the Board of Environmental Review or the Department, pursuant to Section 76-4-126, MCA and the Montana Administrative Procedures Act.

If you have any questions, please contact this office.

Sincerely,

Steve Kilbreath
Steve Kilbreath, Supervisor
Subdivision Review Section

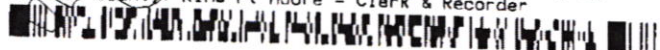
SK/le

cc: County Sanitarian
County Planning Board

P-2012-0000040

HL F0007580

F0007581 HL



STATE OF MONTANA
DEPARTMENT OF ENVIRONMENTAL QUALITY
CERTIFICATE OF SUBDIVISION APPROVAL
(Section 76-4-101 et seq., MCA)

TO: County Clerk and Recorder
Cascade County
Great Falls, Montana

E.Q.# 09-2381
Cascade County Approval # 2382

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as **The Ranches at Belt Creek Subdivision, Phases 2 & 3, REWRITE,**

A tract of land located in Sections 12,13,7, 18, & 19, Township 18N, Range 6E & 7E, P.M.M. Cascade County, Montana, more particularly described as follows:

(See Exhibit "A" for metes and bounds),

consisting of **59 Lots** have been reviewed by personnel of the Permitting and Compliance Division, *** (Note: Lots 1,2,3,4 in Block 1, Lots 3,4,5 in Block 2, and Lots 27 and 31 in Block 6 shown on the Plat are greater than 20 acres and exempt from DEQ review) and,

THAT the documents and data required by ARM Chapter 17 Section 36 have been submitted and found to be in compliance therewith, and,

THAT this certificate supercedes EQ# 08-1227, dated the 6th day of September, 2007, and all previous copies should be marked superceded, except that the original conditions not changed by this approval are still in effect, and,

THAT the approval of the Plat is made with the understanding that the following conditions shall be met:

THAT the Lot sizes as indicated on the Plat to be filed with the county clerk and recorder will not be further altered without approval, and,

THAT Each Lot shall be used for one Single Family Dwelling, and,

THAT the each water system will consist of a well drilled to a minimum depth of 25 feet constructed in accordance with the criteria established in Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality, and,

THAT data provided indicates an acceptable water source at a depth of approximately 600-700 feet, and,

THAT each individual sewage treatment system will consist of a septic tank and subsurface drainfield of such size and description as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM, and,

THAT each subsurface Drainfield shall have an absorption area of sufficient size to provide for an application rate as described in **Exhibit B** based on Circular DEQ-4, Chapter 5 & 8 criteria (2005 Edition), and,

2 The Ranches at Belt Creek
E.O. #09-2381
Cascade County Approval# #2382

THAT the bottom of the drainfield shall be at least four feet above the water table, and,

THAT no sewage treatment system shall be constructed within 100 feet of the maximum high-water level of a 100-year flood of any stream, lake, watercourse, or irrigation ditch, nor within 100 feet of any domestic water supply source, and,

THAT water supply systems, sewage treatment systems and storm drainage systems will be located as shown on the approved plans, and,

THAT all sanitary facilities must be located as shown on the attached lot layout, and,

THAT the developer and/or owner of record shall provide each purchaser of property with a copy of the Plat, approved location of water supply and sewage treatment system as shown on the attached lot layout, and a copy of this document, and,

THAT instruments of transfer for this property shall contain reference to these conditions, and,

THAT plans and specifications for any proposed sewage treatment systems will be reviewed and approved by the county health department and will comply with local regulations and ARM, Title 17, Chapter 36, Subchapters 3 and 9, before construction is started.

THAT departure from any criteria set forth in the approved plans and specifications and Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM when erecting a structure and appurtenant facilities in said subdivision without Department approval, is grounds for injunction by the Department of Environmental Quality.

Pursuant to Section 76-4-122 (2)(a), MCA, a person must obtain the approval of both the State under Title 76, Chapter 4, MCA, and local board of health under section 50-2-116(1)(i), before filing a subdivision plat with the county clerk and recorder.

YOU ARE REQUESTED to record this certificate by attaching it to the Plat filed in your office as required by law.

DATED this 1st day of April, 2009.

RICHARD OPPER
DIRECTOR

By: Barbara Kingery for
Steve Kilbreath, Supervisor
Subdivision Review Section
Permitting and Compliance Division
Department of Environmental Quality

By: Sandy Johnson
Sandy Johnson, Environmental Health Manager
City-County Health Department

Owner's Name: Trophy Development Properties-Mark Hawn Sr.

1/2 ACRES 1/4 SECTION 12, T18N, R7E, P.M.M. AND SECTION 12, T18N, R7E, P.M.M. WHICH IS A FOUND 2" ALUMINUM CAP STAMPED "52065".

COMMENCING AT THE N CORNER COMMON TO SECTION 7, T. 18N, R. 7E, P.M.M. AND SECTION 12, T. 18N, R. 7E, P.M.M. WHICH IS A FOUND 2" ALUMINUM CAP STAMPED "52065".

THENCE S81°35'59"E A DISTANCE OF 1328.13 FEET ALONG THE WEST LINE OF SECTION 7 TO THE NORTHWEST CORNER OF US GOVT. LOT 4 OF SECTION 7, SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

THENCE N85°45'15"E A DISTANCE OF 1140.14 FEET TO THE NORTHEAST CORNER US GOVT. LOT 4 OF SECTION 7.

THENCE S01°42'23"E A DISTANCE OF 1339.54 FEET TO THE NORTHEAST CORNER US GOVT. LOT 1 OF SECTION 18.

THENCE S89°41'11"E A DISTANCE OF 1314.28 FEET TO THE N CORNER COMMON TO SECTIONS 7 AND 18, T. 18N, R. 7E, P.M.M. WHICH IS A FOUND 3-1/4" ALUMINUM CAP STAMPED "52065".

THENCE S88°52'22"E A DISTANCE OF 1358.26 FEET TO THE NORTHEAST CORNER NW1/4 NE1/4 SECTION 18.

THENCE ALONG THE EAST 1/8TH LINE OF SECTION 18 S00°48'45"W A DISTANCE OF 2407.90 FEET.

THENCE N81°12'15"W A DISTANCE OF 534.84 FEET TO THE CENTERLINE OF LITTLE BELT WAY.

THENCE ALONG THE CENTERLINE OF LITTLE BELT WAY SOUTH A DISTANCE OF 71.50 FEET.

THENCE WEST A DISTANCE OF 628.00 FEET.

THENCE SOUTH A DISTANCE OF 412.50 FEET.

THENCE WEST A DISTANCE OF 1056.00 FEET.

THENCE NORTH A DISTANCE OF 412.50 FEET.

THENCE S82°28'18"W A DISTANCE OF 538.08 FEET.

THENCE N80°30'44"W A DISTANCE OF 441.00 FEET.

THENCE S81°35'59"W A DISTANCE OF 1518.35 FEET.

THENCE S81°35'59"W A DISTANCE OF 220.55 FEET.

THENCE S00°48'45"W A DISTANCE OF 1403.26 FEET.

THENCE S00°48'45"W A DISTANCE OF 1840.54 FEET.

THENCE SOUTH A DISTANCE OF 682.00 FEET.

THENCE WEST A DISTANCE OF 1333.85 FEET TO A POINT ON THE WEST LINE OF SECTION 18.

THENCE ALONG SAID WEST LINE S00°18'51"W A DISTANCE OF 743.43 FEET TO THE CORNER OF SECTIONS 18 AND 19, T. 18N, R. 7E, AND SECTIONS 13 AND 24, T. 18N, R. 6E, WHICH IS A FOUND 2" BRASS CAP STAMPED "52065".

THENCE S78°30'58"W A DISTANCE OF 783.17 FEET TO THE EASTERLY EDGE OF A 60' RIGHT-OF-WAY OF A FORMER STATE HIGHWAY, CURRENTLY A COUNTY ROADWAY.

THENCE ALONG SAID RIGHT-OF-WAY N00°24'01"W A DISTANCE OF 443.57 FEET TO THE BEGINNING OF A CIRCULAR CURVE.

THENCE ALONG SAID CIRCULAR CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 830.00 FEET AND A CENTRAL ANGLE OF 21°08'11" A DISTANCE OF 343.04 FEET.

THENCE N41°32'12"W A DISTANCE OF 104.94 FEET TO THE BEGINNING OF A CIRCULAR CURVE.

THENCE ALONG SAID CIRCULAR CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 1670.00 FEET AND A CENTRAL ANGLE OF 09°02'27" A DISTANCE OF 263.51 FEET.

THENCE N32°37'11"W A DISTANCE OF 272.58 FEET TO A FOUND 1" YELLOW PLASTIC CAP STAMPED "52065" PER COS #1517.

THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY N81°00'10"E A DISTANCE OF 328.54 FEET TO A FOUND 1" YELLOW PLASTIC CAP STAMPED "52065" PER COS #1517.

THENCE N00°50'54"W A DISTANCE OF 1359.01 FEET TO A FOUND 1" YELLOW PLASTIC CAP STAMPED "52065" PER COS #1517.

THENCE S83°20'36"W A DISTANCE OF 871.51 FEET TO A FOUND 2" ALUMINUM CAP STAMPED "52065".

THENCE S83°14'00"W A DISTANCE OF 58.91 FEET TO A FOUND 2" ALUMINUM CAP STAMPED "52065".

THENCE S83°14'00"W A DISTANCE OF 95.32 FEET TO THE EASTERLY LOW WATER MARK OF BELT CREEK CONTINUING ALONG SAID EASTERLY LOW WATER MARK ON THE FOLLOWING COURSES.

THENCE N11°58'18"E A DISTANCE OF 78.89 FEET.

THENCE N02°18'58"E A DISTANCE OF 233.02 FEET.

THENCE N00°47'38"E A DISTANCE OF 187.52 FEET.

THENCE N00°09'16"W A DISTANCE OF 196.05 FEET.

THENCE N02°46'29"E A DISTANCE OF 222.05 FEET.

THENCE N44°33'01"E A DISTANCE OF 291.11 FEET.

THENCE N11°30'21"E A DISTANCE OF 126.98 FEET.

THENCE N01°43'17"E A DISTANCE OF 163.30 FEET.

THENCE N00°29'32"E A DISTANCE OF 101.82 FEET.

THENCE N05°10'29"E A DISTANCE OF 72.53 FEET.

THENCE N12°54'00"E A DISTANCE OF 282.13 FEET.

THENCE N01°54'11"E A DISTANCE OF 238.86 FEET.

THENCE N01°44'55"E A DISTANCE OF 263.88 FEET.

THENCE N01°16'27"E A DISTANCE OF 140.20 FEET.

THENCE N12°14'38"E A DISTANCE OF 203.00 FEET.

THENCE N19°45'11"E A DISTANCE OF 220.54 FEET.

THENCE N12°17'23"E A DISTANCE OF 183.87 FEET.

THENCE N01°39'18"E A DISTANCE OF 84.72 FEET.

THENCE N02°26'36"E A DISTANCE OF 73.30 FEET.

THENCE N03°06'12"E A DISTANCE OF 74.04 FEET.

THENCE N01°14'26"E A DISTANCE OF 34.41 FEET.

THENCE N10°09'44"W A DISTANCE OF 45.83 FEET.

THENCE N08°24'58"E A DISTANCE OF 84.22 FEET.

THENCE N11°18'17"W A DISTANCE OF 194.51 FEET.

THENCE N04°01'11"W A DISTANCE OF 78.04 FEET.

THENCE N18°23'21"E A DISTANCE OF 114.82 FEET.

THENCE N09°39'02"E A DISTANCE OF 97.64 FEET TO A POINT ON THE SOUTH 1/8TH LINE SECTION 12.

THENCE LEAVING SAID EASTERLY LOW WATER MARK ALONG SAID 1/8TH LINE N02°17'28"E A DISTANCE OF 215.83 FEET TO THE NORTHWEST CORNER S4 1/4 SE 1/4 SECTION 12 WHICH IS A FOUND 1" YELLOW PLASTIC CAP STAMPED "52065".

THENCE CONTINUING ALONG SAID 1/8TH LINE N02°17'28"E A DISTANCE OF 1311.67 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

EXCEPT AN EXISTING ROADWAY RIGHT-OF-WAY KNOWN AS OLD ARABINGTON HIGHWAY THAT WAS A FORMER STATE HIGHWAY, NOW MAINTAINED BY CASCADE COUNTY, SAID RIGHT-OF-WAY IS 30 FEET OFFSET AND PARALLEL EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER US GOVT. LOT 4 SECTION 7, T. 18N, R. 7E, P.M.M.

THENCE S82°11'28"W A DISTANCE OF 719.37 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE DESCRIBED HEREIN.

THENCE S00°18'51"W A DISTANCE OF 84.43 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE.

THENCE ALONG SAID CIRCULAR CURVE, CONCAVE WEST, WITH A CENTRAL ANGLE OF 04°29'03", A RADIUS OF 1000.00 FEET, A DISTANCE OF 78.24 FEET.

THENCE S03°30'56"W A DISTANCE OF 242.75 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE.

SITUATED IN THE SE1/4SE1/4 OF
GOVERNMENT LOT 4 SECTION 7,
NE1/4 OF SECTION 1

CERTIFICATE DISPENSING WITH PARK AND PLAYGR

WHEREAS, SINCE THE ACCOMPANYING PLAT IS EXEMPT FROM PARK OR PLAYGROUND REQUIREMENTS IN SECT 76-3-621 (3) (B), MCA, THE COUNTY COMMISSION OF CASCADE COUNTY, MONTANA, DURING ITS REGULAR MEETING ON THE ____ DAY OF _____, 200____, DISPENSES WITH ANY PARK OR PLAYGROUND REQUIREMENT

CASCADE COUNTY COMMISSION

ATTEST:

CLARA B. HEDGECOCK, CLERK, CASCADE COUNTY, MT.

UTILITY COMPANY'S APPROVAL OF EASEMENTS

I HEREBY APPROVE OF THE LOCATION AND SIZE OF THE UTILITY EASEMENTS PROVIDED ON THE ACCOMPANYING SUBDIVISION PLAT. THE EASEMENTS PROVIDED ARE SUFFICIENT TO PROVIDE ADEQUATE AREA FOR INSTALLATION AND MAINTENANCE OF UNDERGROUND LINES AND SURFACE FACILITIES SERVING THE LOTS WITHIN THIS SUBDIVISION.

FOR: SUN RIVER ELECTRIC COMPANY

BY: _____

CERTIFICATE OF SURVEY & DEDICATION continued...

THENCE S08°44'06"E A DISTANCE OF 181.76 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE.

THENCE ALONG SAID CIRCULAR CURVE, CONCAVE WEST, WITH A CENTRAL ANGLE OF 04°27'28", A RADIUS OF 1500.00 FEET, A DISTANCE OF 187.38 FEET.

THENCE S00°20'20"E A DISTANCE OF 417.83 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE.

THENCE ALONG SAID CIRCULAR CURVE, CONCAVE WEST, WITH A CENTRAL ANGLE OF 20°34'13", A RADIUS OF 300.00 FEET, A DISTANCE OF 323.12 FEET.

THENCE S20°13'45"W A DISTANCE OF 426.53 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE.

THENCE ALONG SAID CIRCULAR CURVE, CONCAVE WEST, WITH A CENTRAL ANGLE OF 11°00'03", A RADIUS OF 1350.00 FEET, A DISTANCE OF 258.20 FEET.

THENCE S31°13'48"W A DISTANCE OF 1462.47 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE.

THENCE ALONG SAID CIRCULAR CURVE, CONCAVE EAST, WITH A CENTRAL ANGLE OF 31°52'50", A RADIUS OF 700.00 FEET, A DISTANCE OF 388.49 FEET TO THE INTERSECTION OF THE EAST-WEST AND SECTION LINE OF SECTION 13, T. 18N, R. 6E, P.M.M. SAID POINT IS S43°19'06"W AND 1981.30 FEET FROM THE EAST N CORNER OF SAID SECTION 13.

PHASE I BOUNDARY AREA = 41.611 ACRES (INCLUDES COMMON AREA)

ROADWAY EXCEPTION = 4.870 ACRES

COMMON BOUNDARY AREA = 190.84 ACRES LESS ROADWAY RIGHT-OF-WAY (8.870 ACRES) = 181.97 ACRES

REMAINDER (Future Phase II and III):

COMMENCING AT THE N CORNER COMMON TO SECTION 7, T. 18N, R. 7E, P.M.M. AND SECTION 12, T. 18N, R. 6E, P.M.M. WHICH IS A FOUND 2" ALUMINUM CAP STAMPED "52065".

THENCE S01°21'59"E A DISTANCE OF 1329.13 FEET ALONG THE WEST LINE OF SAID SECTION 7 TO THE NORTHWEST CORNER US GOVT. LOT 4 OF SECTION 7.

THENCE N85°45'15"E A DISTANCE OF 1140.14 FEET TO THE NORTHEAST CORNER US GOVT. LOT 4 OF SECTION 7.

THENCE S01°42'23"E A DISTANCE OF 1339.54 FEET TO THE NORTHEAST CORNER NW1/4 NE1/4 SECTION 18.

THENCE S89°41'11"E A DISTANCE OF 1314.28 FEET TO THE N CORNER COMMON TO SECTIONS 7 AND 18, T. 18N, R. 7E, P.M.M. WHICH IS A FOUND 3-1/4" ALUMINUM CAP STAMPED "52065".

THENCE S88°52'22"E A DISTANCE OF 1358.26 FEET TO THE NORTHEAST CORNER NW1/4 NE1/4 SECTION 18.

THENCE S00°48'45"W A DISTANCE OF 2407.90 FEET, SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

THENCE N81°12'15"W A DISTANCE OF 534.84 FEET TO THE CENTERLINE OF LITTLE BELT WAY.

THENCE ALONG THE CENTERLINE OF LITTLE BELT WAY SOUTH A DISTANCE OF 71.50 FEET.

THENCE WEST A DISTANCE OF 628.00 FEET.

THENCE SOUTH A DISTANCE OF 412.50 FEET.

THENCE WEST A DISTANCE OF 1056.00 FEET.

THENCE NORTH A DISTANCE OF 412.50 FEET.

THENCE S82°28'18"W A DISTANCE OF 538.08 FEET.

THENCE N80°30'44"W A DISTANCE OF 441.00 FEET.

THENCE S81°35'59"W A DISTANCE OF 1518.35 FEET.

THENCE S81°35'59"W A DISTANCE OF 220.55 FEET.

THENCE S00°48'45"W A DISTANCE OF 1403.26 FEET.

THENCE S00°48'45"W A DISTANCE OF 1840.54 FEET.

THENCE SOUTH A DISTANCE OF 682.00 FEET.

THENCE WEST A DISTANCE OF 1333.85 FEET TO THE WEST LINE OF SECTION 18.

THENCE ALONG SAID WEST LINE S00°18'51"W A DISTANCE OF 743.43 FEET TO THE CORNER OF SECTIONS 18 AND 19, T. 18N, R. 7E, AND SECTIONS 13 AND 24, T. 18N, R. 6E, WHICH IS A FOUND 2" BRASS CAP STAMPED "52065".

THENCE N41°32'12"E A DISTANCE OF 104.94 FEET TO THE NORTHWEST CORNER NW1/4 NE1/4 SECTION 18.

THENCE N32°37'11"E A DISTANCE OF 272.58 FEET TO THE NORTHWEST CORNER NW1/4 NE1/4 SECTION 18.

THENCE S83°20'36"E A DISTANCE OF 871.51 FEET TO THE SOUTHWEST CORNER NW1/4 NE1/4 SECTION 18.

THENCE S83°14'00"E A DISTANCE OF 58.91 FEET TO THE SOUTHWEST CORNER NW1/4 NE1/4 SECTION 18.

THENCE S83°14'00"E A DISTANCE OF 95.32 FEET TO THE SOUTHWEST CORNER NW1/4 NE1/4 SECTION 18.

THENCE S00°18'51"W A DISTANCE OF 1359.01 FEET TO THE SOUTHWEST CORNER NW1/4 NE1/4 SECTION 18.

THENCE S83°20'36"E A DISTANCE OF 871.51 FEET TO THE SOUTHWEST CORNER NW1/4 NE1/4 SECTION 18.

THENCE S83°14'00"E A DISTANCE OF 58.91 FEET TO THE SOUTHWEST CORNER NW1/4 NE1/4 SECTION 18.

THENCE S83°14'00"E A DISTANCE OF 95.32 FEET TO THE SOUTHWEST CORNER NW1/4 NE1/4 SECTION 18.

THENCE S00°18'51"W A DISTANCE OF 1359.01 FEET TO THE SOUTHWEST CORNER NW1/4 NE1/4 SECTION 18.

THENCE S83°20'36"E A DISTANCE OF 871.51 FEET TO THE SOUTHWEST CORNER NW1/4 NE1/4 SECTION 18.

THENCE S83°14'00"E A DISTANCE OF 58.91 FEET TO THE SOUTHWEST CORNER NW1/4 NE1/4 SECTION 18.

THENCE S83°14'00"E A DISTANCE OF 95.32 FEET TO THE SOUTHWEST CORNER NW1/4 NE1/4 SECTION 18.

LOT NO.	BLK NO.	SOIL TEXTURE	LQT SIZE (ACRES)	SQ. FT. / 3 BED-ROOM HOME (FT2)	ESTIMATED PERC RATE (MIN/IN)	APPLICATION RATE (GPD/FT2)	** L.F. OF STANDARD TRENCH PER BEDROOM	*** L.F. OF PRESSURE DOSED TRENCH PER BEDROOM	**** L.F. OF GRAVELLESS ABSORPTION TRENCH/ BEDROOM	L.F. OF GRAVELLESS TRENCH PER 3 BEDROOM HOME
1	2	Silty Clay Loam	14.74	1000	31-<51	0.3	167	NA	125	375
2	2	Silty Clay Loam	18.899	1000	31-<51	0.3	167	NA	125	375
1	3	Silty Clay Loam	5.188	1000	31-<51	0.3	167	NA	125	375
2	3	Silty Clay Loam	10.00	1000	31-<51	0.3	167	NA	125	375
3	3	Clay loam	10.00	1000	31-<51	0.3	167	NA	125	375
4	3	Silty Clay Loam	5.035	1000	31-<51	0.3	167	NA	125	375
5	3	Silty Clay Loam	5.094	1000	31-<51	0.3	167	NA	125	375
6	3	Silty Clay Loam	5.00	1000	31-<51	0.3	167	NA	125	375
7	3	Silty Clay Loam	5.00	1000	31-<51	0.3	167	NA	125	375
8	3	Silty Clay Loam	10.00	1000	31-<51	0.3	167	NA	125	375
9	3	Silty Clay Loam	10.00	1000	31-<51	0.3	167	NA	125	375
10	3	Sandy Clay Loam	5.117	750	16-<31	0.4	125	NA	94	282
11	3	Silty Clay Loam	5.213	1000	31-<51	0.3	167	NA	125	375
12	3	Silty Clay Loam	5.092	1000	31-<51	0.3	167	NA	125	375
1	4	Silty Clay Loam	5.142	1000	31-<51	0.3	167	NA	125	375
2	4	Silty Clay Loam (Red Clay)	10.00	1000	31-<51	0.3	167	NA	125	375
3	4	Silty Clay Loam	10.00	1000	31-<51	0.3	167	NA	125	375
4	4	Silty Clay	5.00	1500	51-<121	0.2	NA	167	125	375
5	4	Silty Clay Loam	5.00	1000	31-<51	0.3	167	NA	125	375
6	4	Silty Clay Loam	5.00	1000	31-<51	0.3	167	NA	125	375
7	4	Silty Clay Loam	5.00	1000	31-<51	0.3	167	NA	125	375
8	4	Sandy Clay Loam	10.00	750	16-<31	0.4	125	NA	94	282
9	4	Sandy Clay Loam	9.81	750	16-<31	0.4	125	NA	94	282
10	4	Sandy Clay Loam	5.013	750	16-<31	0.4	125	NA	94	282
11	4	Silty Clay Loam	5.167	1000	31-<51	0.3	167	NA	125	375
12	4	Silty Clay Loam	5.048	1000	31-<51	0.3	167	NA	125	375
1	5	Silty Clay Loam	9.94	1000	31-<51	0.3	167	NA	125	375

EXHIBIT B

LOT NO.	BLK NO.	SOIL TEXTURE	LOT SIZE (ACRES)	SQ. FT. (3 BED-ROOM HOME (FT2))	ESTIMATED PERC RATE (MIN/IN)	APPLICATION RATE (GPD/FT2)	** L.F. OF STANDARD TRENCH PER BEDROOM	*** L.F. OF PRESSURE DOSED TRENCH PER BEDROOM	**** L.F. OF GRAVELLESS ABSORPTION TRENCH / BEDROOM	L.F. OF GRAVELLESS TRENCH PER/3 BEDROOM HOME
2	5	Silty Clay Loam	10.80	1000	31-<51	0.3	167	NA	125	375
3	5	Sandy Clay Loam	9.94	750	16-<31	0.4	125	NA	94	282
4	5	Silty Clay Loam	9.94	1000	31-<51	0.3	167	NA	125	375
1	6	Silty Clay	5.026	1500	51-<121	0.2	NA	167	125	375
2	6	Silty Clay Loam	5.009	1000	31-<51	0.3	167	NA	125	375
3	6	Silty Clay Loam	5.005	1000	31-<51	0.3	167	NA	125	375
4	6	Silty Clay Loam	5.014	1000	31-<51	0.3	167	NA	125	375
5	6	Sandy Clay Loam	6.337	750	16-<31	0.4	125	NA	94	282
6	6	Sandy Clay Loam	7.541	750	16-<31	0.4	125	NA	94	282
7	6	Silty Clay Loam	5.036	1000	31-<51	0.3	167	NA	125	375
8	6	Silty Clay Loam	5.011	1000	31-<51	0.3	167	NA	125	375
9	6	Sandy Clay Loam	5.01	750	16-<31	0.4	125	NA	94	282
10	6	Sandy Clay Loam	5.008	750	16-<31	0.4	125	NA	94	282
11	6	Silty Clay Loam	5.016	1000	31-<51	0.3	167	NA	125	375
12	6	Silty Clay Loam	5.012	1000	31-<51	0.3	167	NA	125	375
13	6	Silty Clay Loam	5.014	1000	31-<51	0.3	167	NA	125	375
14	6	Silty Clay Loam	5.004	1000	31-<51	0.3	167	NA	125	375
15	6	Silty Clay Loam	5.004	1000	31-<51	0.3	167	NA	125	375
16	6	Silty Clay Loam	5.016	1000	31-<51	0.3	167	NA	125	375
17	6	Silty Clay Loam	5.004	1000	31-<51	0.3	167	NA	125	375
18	6	Silty Clay	5.017	1500	51-<121	0.2	NA	167	125	375
19	6	Sandy Clay Loam	5.169	750	16-<31	0.4	125	NA	94	282
20	6	Silty Clay Loam	5.175	1000	31-<51	0.3	167	NA	125	375
21	6	Sandy Clay	5.219	1500	51-<121	0.2	NA	167	125	375
22	6	Silty Clay	7.595	1500	51-<121	0.2	NA	167	125	375
23	6	Silty Clay Loam	5.175	1000	31-<51	0.3	167	NA	125	375
24	6	Silty Clay Loam	5.169	1000	31-<51	0.3	167	NA	125	375
25	6	Silty Clay Loam	5.163	1000	31-<51	0.3	167	NA	125	375
26	6	Silty Clay Loam	5.188	1000	31-<51	0.3	167	NA	125	375
27	6	Silty Clay Loam	5.175	1000	31-<51	0.3	167	NA	125	375
28	6	Silty Clay Loam	5.06	1000	31-<51	0.3	167	NA	125	375
29	6	Silty Clay	5.00	1500	51-<121	0.2	NA	167	125	375
30	6	Silty Clay Loam	14.998	1000	31-<51	0.3	167	NA	125	375

** Standard trenches are 2' wide

*** Pressure dosed trenches are 3' wide

**** Gravelless trenches can be reduced in size by 25%



Denotes review by Cascade County Health Department

DENOTES REVISION FROM PRELIMINARY TO FINAL PLAT

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
OF THE RANCHES AT BELT CREEK**

TROPHY PROPERTY DEVELOPERS, INC., a Delaware Corporation, with principal offices at 7401 Chastain Drive, Atlanta, Georgia 30342 ("Declarant") being the Declarant and sole landowner of property in that development known as The Ranches At Belt Creek - Phase I in Cascade County, Montana, hereby amends the Declaration of Covenants, Conditions, Restrictions and Easements of the Ranches at Belt Creek recorded March 27, 2008 at R0169224 CV, records of Cascade County, Montana (the "Declaration"), as follows:

1. Article I, Section 1.1 of the Declaration is deleted in its entirety and replaced with the following new Article I, Section 1.1:

Section 1.1 Property: Declarant is the owner of certain real property located in Cascade County, State of Montana, described on Exhibit "A" attached hereto ("Phase I") and on Exhibit "B" attached hereto ("Annexable Property"). Declarant intends by this Declaration to impose upon Phase I mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential property within Phase I and of all owners of residential property within such parts, if any, of the Annexable Property or any other property as may hereafter be subjected to this Declaration, as provided herein. Declarant desires to provide a flexible (yet common) and reasonable procedure for the overall development of Phase I and such parts, if any, of the Annexable Property or any other property as may hereafter be subjected to this Declaration and to establish a method for the administration, maintenance, preservation, use and enjoyment of such property as is now or may hereafter be subjected to this Declaration, as provided herein. Declarant hereby declares that all of the property described on Exhibit "A" hereto and any additional property as may be subjected to this Declaration shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of and which shall run with the real property now and hereafter subjected to this Declaration and which shall be binding on all parties having any right, title or interest in the described properties or any part thereof, and their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof. For purposes of this Declaration, the term "Parcel" shall mean any numbered plot of land in The Ranches At Belt Creek Subdivision Plat and all amendments thereto together with the residential and other improvements hereafter constructed on said lot. The term "Parcel" does not include the Common Area.

The purpose of this Amendment is to remove all property except Phase I and the designated Common Area from application of the Declaration. Accordingly, the existing



Exhibit "A" of the Declaration is also deleted in its entirety and replaced with the Exhibit "A" attached hereto and Exhibit "B" attached hereto is added to the Declaration. All references in the Declaration as amended by this instrument shall mean Exhibit "A" attached hereto.

2. Article I, Section 1.5 of the Declaration is deleted in its entirety and replaced with the following new Article 1, Section 1.5:

Section 1.5 Common Area: The Common Area shall initially be comprised of (a) the areas designated as Common Area on the filed Subdivision Plat of the Ranches At Belt Creek - Phase I; and (b) all Private Roads and Utility Easements, Ranch Manager's Home, Barns, Corrals, Outbuildings and Associated River Frontage located within the boundaries of the designated Common Area. The Common Area shall also include any other property or interest in property so designated by Declarant or acquired by the Homeowners Association intended for the common use, benefit and enjoyment of the Owners and such other persons as may be permitted to use the Common Area under the terms of this Declaration or any contract with the Homeowners Association. During the Period of Declarant Control, the three bedroom, 2 bath log cabin located on the south side of the West Access Road lying in the south portion of the designated Common Area on Sheet 2 of the Subdivision Plat of the Ranches At Belt Creek - Phase I (the "Cabin") shall not be part of the Common Area, and Declarant shall have exclusive use and occupancy of the Cabin. Upon termination of the Period of Declarant Control, the Cabin shall become Common Area subject to Declarant's or its assignee's right to use the Cabin for four one-week periods each calendar year to be designated annually by Declarant prior to the end of the Period of Declarant Control or the end of the previous calendar year as may be applicable. This Section may not be amended without Declarant's or its assignee's consent.

3. The Following New Article IA is added to the Declaration:

ARTICLE IA. ANNEXATION

Section 1A.1 Annexation Without Approval of Membership:

Until all the Annexable Property described on Exhibit "B" attached hereto has been subjected to this Declaration, Declarant may unilaterally subject to the provisions of this Declaration all or portions of the Annexable Property. Annexation shall be accomplished by the Declarant's execution of a Declaration of Annexation describing the annexed property. The Declaration of Annexation shall not require the consent of the Members of the Association, but shall require the consent of the owner of the property to be annexed, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Declaration of Annexation in the office of the Clerk and Recorder of Cascade County, Montana.

Section 1A.2. Annexation With Approval of Membership: The Association may subject any real property to the provisions of this Declaration with the written consent of the owner of such property, the written consent of Declarant prior to the termination of the Period of Declarant Control, and the written approval of two-thirds (2/3) of the total votes of all Class A Members other than Declarant. Such annexation shall be accomplished by the execution by the Association of a Declaration of Annexation describing the annexed property. The Declaration of Annexation shall be signed by: (1) the owner of the annexed property, (2) Declarant, if Declarant's signature is required by the preceding paragraph, and (3) at least two-thirds (2/3) of the Class A Members other than Declarant. Any such annexation shall be effective upon the filing for record of such Declaration of Annexation in the office of the Clerk and Recorder of Cascade County, Montana unless otherwise provided therein.

Section 1A.3. Contents of Declaration of Annexation: The Declaration of Annexation shall describe the real property to be annexed and shall state that such declaration is made pursuant to the terms of this Declaration for the purpose of annexing the real property described therein and making it subject to the scheme of this Declaration and extending the jurisdiction of the Association to cover the property so described. The Declaration of Annexation may contain such complimentary additions and modifications to this Declaration as may be necessary to reflect the different character, if any, of the real property being annexed and as are not inconsistent with the general scheme of this Declaration. Except as otherwise set forth in this Declaration, in no event shall such Declaration of Annexation revise, modify or add to the covenants and agreements established by this Declaration with regard to any real property made subject to this Declaration prior to the recordation of such Declaration of Annexation. Any Declaration of Annexation recorded in accordance with the terms hereof shall be conclusively presumed valid as to all persons who rely thereon in good faith.

Section 1A.4 Effective Date of Annexation: Except as otherwise expressly provided in this Declaration and in the Declaration of Annexation respecting its amendment or revocation and respecting the date of commencement of the payment of Assessments to the Association, upon recordation of the Declaration of Annexation the real property described therein shall be subject to the provisions of this Declaration and the jurisdiction of the Association pursuant to the terms of this Declaration, the Articles, By-laws and rules thereof, and thereafter all of the Owners located within said annexed real property shall automatically be Members of the Association. Any real property which is annexed hereto shall also be subject to any easements or other agreements which existed prior to the recordation of the Declaration of Annexation covering such real property. It is expressly contemplated hereby that commencement of the payment of Assessments by Owners in an annexed

Phase of development may be postponed to a time subsequent to the date of recordation of the Declaration of Annexation.

Section 1A.5 No Obligation to Annex: Notwithstanding any provisions of this Declaration expressly or impliedly to the contrary, with the exception of Phase I, Declarant shall have no obligation whatsoever to annex any additional real property hereto including, without limitation, the Annexable Property described on Exhibit "B" attached hereto.

Section 1A.6. Amendment: Notwithstanding any provisions of this Declaration expressly or impliedly to the contrary, this Article IA shall not be amended without the prior written consent of Declarant during the Period of Declarant Control.

4. Article II, Section 2.5 of the Declaration is deleted in its entirety and replaced with the following new Article II, Section 2.5:

Section 2.5 Voting:

(a) Number of Votes. The Homeowners Association shall have two (2) classes of voting membership with all rights and privileges set forth as follows:

Class A. Class A Members shall be all the Owners with the exception of Declarant. Class A Members shall be entitled to one (1) vote for each Parcel owned. When more than one person or entity owns an interest in a Parcel, the vote for such Parcel shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Parcel owned by Class A Members.

Class B. The Class B Member shall be Declarant who shall be entitled to three (3) votes for each Parcel owned by Declarant. The Class B membership shall cease and be converted to Class A membership upon the termination of the Period of Declarant Control.

This voting method has been implemented during the development stages so that the Declarant's original intent will be carried forward and sufficient time provided to allow the Association to be solidly established.

(b) Joint Owner Votes. The vote for each Parcel may not be cast on a fractional basis. In the event the joint owners of a Parcel are unable to agree among themselves as to how the vote for their Parcel shall be cast, they shall forfeit the same as to the matter in question. If any Owner casts the vote for a particular Parcel without objection from any other Owner of that Parcel, it will

thereafter be conclusively presumed for all purposes that he was acting with the authority and consent of all other Owners of the same Parcel.

5. Article IV, Section 4.1 of the Declaration is deleted in its entirety and replaced with the following new Article IV, Section 4.1:

Section 4.1 Assessments: Each Owner of any Parcel, other than Declarant, by acceptance of the deed to a Parcel, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Homeowners Association Assessments as provided herein, including Annual Assessments, Special Assessments, Water Assessments and Default Assessments (collectively "Assessments"). The Assessments shall be used exclusively to promote the recreation, health, safety, and general welfare of the Owners and occupants of The Ranches at Belt Creek.

6. Article IV, Section 4.3, Subsection (b) of the Declaration is deleted in its entirety and replaced with the following new Article IV, Section 4.3, Subsection (b):

(b) The Annual Assessment shall be equal for each Parcel. The initial Annual Assessment for each Parcel is \$2,500.00. Road maintenance, repair and replacement shall be considered to benefit all Parcels equally, and such costs shall be apportioned equally among all Parcels.

7. Article VII, Section 7.2 of the Declaration is deleted in its entirety and replaced with the following new Article VII, Section 7.2:

Section 7.2 Amendment during Period of Declarant Control: During the Period of Declarant control, this Declaration may be amended by as provided in this Section 7.2:

(a) Amendment Initiated By Declarant. Declarant shall prepare the form of amendment. The form of amendment and a notice of the Owners' rights under this Section 7.2 shall be mailed to each Owner by first class mail, postage prepaid, to the address of the Owner on the records of the Homeowners Association. Unless written objection is received by Declarant from the Owners holding 80% or more of the votes within 30 days of the mailing of the notice to the Owners, the action proposed to be taken by the Declarant shall be considered approved and shall become final. The Declarant shall then record in the records of Cascade County, Montana, a document stating the action taken, together with a certificate certifying that notice was given to the Owners as required herein and that fewer than 80% of the Owners objected to the action.

(b) Amendment Initiated By Homeowners Association. Except as to provisions which may not be amended without Declarant's consent, the Homeowners Association may amend this Declaration and any amendments

thereto by a vote of Members holding not less than seventy-five percent (75%) of the total votes of the Association. Upon approval of an Amendment the Homeowners Association shall record in the records of Cascade County, Montana, a document stating the action taken, together with a certificate certifying that the amendment was approved as provided herein.

8. Except as expressly provided in this First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of the Ranches at Belt Creek, all terms and conditions of the Declaration of Covenants, Conditions, Restrictions and Easements of the Ranches at Belt Creek shall remain in full force and effect.

TROPHY PROPERTY DEVELOPERS, INC.

By


Mark C. Hawn, President

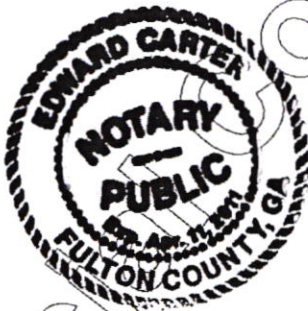
Declarant & Sole Owner

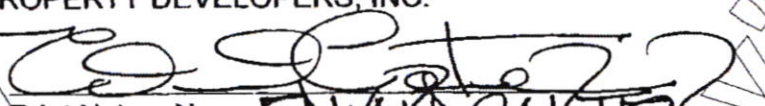
State of Georgia)

County of FULTON)

This instrument was acknowledged before me on the 19th day of April 2008 by MARK C. HAWN on behalf of TROPHY PROPERTY DEVELOPERS, INC.

(NOTARIAL SEAL)




Print Notary Name EDWARD CARTER

Notary Public for the State of Georgia

Residing at 1279 POWELL BLVD

My Commission Expires 4/1/2011

30342

Exhibit "A"
Phase I

All of the Ranches at Belt Creek - Phase I, Cascade County, Montana, According
to Plat P-2008-0000012, Filed March 27, 2008.

Exhibit "B"
Annexable Property

Remainder Tract (Future Phases II and III) as Described on Subdivision Plat of the Ranches at Belt Creek - Phase I Situated in Section 12, and Section 13, Township 18 North, Range 6 East, P.M.M., Cascade County, Montana and Section 7, Section 18 and Section 19, Township 18 North, Range 7 East, P.M.M., Cascade County, Montana, According to Plat P-2008-0000012, Filed March 27, 2008.

BELT RURAL FIRE DISTRICT

P.O. BOX 531

BELT, MT 59412

406-277- 4151

April 22, 2019

Big Sky Civil & Environmental Engineers and Land Surveyors

P.O. Box 3625

Great Falls, MT 59403

Mr. Mark Leo,

Thank You for the opportunity to provide a statement concerning the adequacy of the fire provisions at the Ranches at Belt Creek Subdivision. Since the day the water cistern has been built we have performed several tests and inspections of it and it has passed all but one time when it was low on water and was quickly remedied. This means that the tank has had water in it an operable. Going forward the only immediate problems we are finding are simple; 1) mow grass and area around the tank, valve and fill site so snakes are more visible as well as the other components 2) Snow stakes to mark the tank lid, valve and fill site 3) well graveled and plowed area to park at the fill site to provide year round access in all conditions. These are the only recommendations we have at this time. Feel free to call or comment if you need more detail or have any questions.

Thank You,

A handwritten signature in dark ink, appearing to read 'Travis Johnson', with a long horizontal flourish extending to the right.

Travis Johnson, Chief

Belt Rural Fire District

January 14 , 2020

Agenda #2

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: **ADC Padded Cell Renovation**

INITIATED BY: **Cascade County Public Works Department**

ACTION REQUESTED: **Approval of Contract #20-02**

PRESENTED BY: **Les Payne, Interim Public Works Deputy Director**

SYNOPSIS:

The Cascade County Public Works Department, went out for quotes to repair the damages that were caused by an inmate, to a padded cell, within the Cascade County Adult Detention Center, located at 3800 Ulm N Frontage Road, Great Falls, MT. The county's budget will not be affected as the repair damages were submitted to insurance. Public Works contacted two (2) vendors, that specialize in repairs to padded rooms. Prime Coat Coating Systems, of Illinois, the first choice for a total cost of \$26,925.00, was not able to come to terms with a contract that would meet our needs, as well as theirs. The second quote was from Marathon Engineering Corporation, located at Lehigh Acres, FL, for a total cost of \$18,197.00.

RECOMMENDATION:

After reviewing the two (2) quotes, staff recommends that the Board of County Commissioners award this contract to Marathon Engineering Corporation, located at 5615 2nd Street West, Lehigh Acres, FL 33971, for the repair and replacement of the padded cell, located at the Cascade County Adult Detention Center, for the total price of \$18,197.00.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

"Mr. Chairman, I move the Cascade County Commission **APPROVE** Contract #20-02: bid proposal from Marathon Engineering Corporation, to repair the padded cell, located at the Cascade County Adult Detention Center, for a total project cost of \$18,197.00, and instruct staff to complete the process."

MOTION TO DISAPPROVE:

"Mr. Chairman, I move the Cascade County Commission **DISAPPROVE** Contract #20-02: bid proposal from Marathon Engineering Corporation, to repair the padded cell, located at the Cascade County Adult Detention Center, for a total project cost of \$18,197.00."



MARATHON ENGINEERING CORPORATION

5615 2nd STREET WEST
LEHIGH ACRES, FL 33971
PH: (239) 303-7378 FX: (239) 303-7364

CONTRACT

20-02

Quote # 2019-1416

10/14/2019

PROJECT QUOTE: Cascade County Detention Center

SECTION: Gold Medal Safety Padding

PROJECT LOCATION: 3800 Ulm North Frontage Road, Great Falls, MT 59404

CONTACT: Roy Curtis, Cascade County Public Works, Superintendent of County Buildings, rcurtis@casadecountymt.gov

SCOPE OF WORK: Furnish, deliver and install Gold Medal Safety Padding to one (1) room at the above facility. The room named "Existing Padded Cell" is approximately 12'-6" x 6'-0" x 8'-0" in height. Gold Medal Safety Padding is to be installed on the walls, interior side of the room door and door frame and the floor. Padding shall be detailed to meet any vision light in the door. The existing padding in this damaged cell shall be removed by others. This quote includes one mobilization and is valid for 60 days from day of quote. Any applicable permits/license fees and applications are not included and will be completed by others.

PRICE: ***Eighteen Thousand One Hundred Ninety-Seven Dollars (\$18,197)***

PAYMENT DISCOUNT: Marathon Engineering Corporation offers a 9.25% (\$1,683) discount for payment in full at the time of contract issuance.

PAYMENT TERMS & CONDITIONS:

- DIMENSIONS:** Pricing is derived from the dimensions and the Scope of Work that is expressly listed in this quote unless otherwise indicated. Any variance in dimensions greater than 2% or any additional surfaces to be padded (i.e. ceiling when not listed in both the plans and specifications) will need to be considered in the form of a written change order. When errors or conflicts occur in the contract documents regarding the placement of the safety padding we will clarify our quote via the **scope of work** statement. If the design intent differs from this **scope of work** Marathon Engineering shall be requested to revise the scope of work prior to entering into a contract. Failure to bring a required correction to the scope of work stated above to our attention rests with the entity entering into this contract.
- PAYMENT TERMS:** A **thirty percent (30%) deposit** is due prior to commencement of material production. Remaining payment terms are Net 30 from the Acceptance of the completed work. If full payment on any undisputed sum is not received within the allotted period, Customer agrees to pay a monthly late charge of 1.5% per month of all outstanding amounts. Marathon Engineering Corporation will issue appropriate Bills of Sale and carry insurance protecting such products.
- POWER REQUIRED:** The customer must provide two (2) separate circuits with power of 110 Volts, 1 phase and 20 Amp current. Artificial light no less than 40-foot candles must be in each work area.
- INSURANCE & BONDING:** Marathon Engineering Corporation is solely responsible for obtaining and maintaining for the duration of this agreement the following insurance coverage(s) and (limits): Worker's Compensation (Statutory), Automobile Liability (\$1,000,000 C.S.L), and Commercial General Liability (\$1,000,000 Each Occurrence/\$1,000,000 Personal Injury/Advertising Injury/\$2,000,000 Products/Complete Operations Aggregate/ \$2,000,000 General Aggregate) with Cascade County added as an Additional Insured on the Commercial General Liability coverage. Copies of certificates reflecting such coverage shall be provided to the Customer prior to commencing Work. Pricing excludes any payment or performance bonding.
- MOBILIZATION:** Unless otherwise stated within above Scope of Work, pricing includes one (1) mobilization of materials and crew to the jobsite.
- STORAGE & REFUSE:** Marathon Engineering will be provided with a storage space within the building or on the project site that is dry and securable.
- CONCRETE SUBSTRATE:** The Customer/Contractor attests that (1) there is no contamination in the concrete substrate for the system to be installed; (2) the Customer/Contractor attests that there is an effective vapor barrier under the concrete substrate for the system to

be installed for all areas where the substrate is slab on grade. Marathon Engineering Corporation will not warranty the failure of the Safety padding system due to through slab vapor transmission or contamination in the concrete discovered after installation has begun.

8. **RETURNS & CANCELLATION:** Material is non-returnable. Once ordered the customer is fully responsible for payment.
9. **SCHEDULING:** This quotation does not imply or guarantee any specific dates for scheduling. Installation schedules will be finalized once contract or purchase order is established.
10. **PROTECTION OF WORK:** Protection of work after completion of installation is not included.
11. **WARRANTY:** Marathon Engineering Corporation, the manufacturer, and installer for Gold Medal Safety Padding™, will supply warranty for all material furnished and work performed in conjunction with the above referenced project, in accordance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of one (1) year from the Date of Acceptance, excluding aesthetic, remedial, and punch list work, and warrants that all all Services and/or Work Product furnished will conform to the description in this Contract, and to specifications. Movement of substrate, water intrusion, damage by others, normal wear and tear, damage caused by furniture/equipment, color fading and failures due to unforeseen conditions or damage caused, not resulting from actions of Marathon Engineering Corporation is not included.
12. **PREVAILING WAGE:** Pricing DOES NOT include prevailing wages.
13. **Modification:** This Contract may be modified only in writing, signed by the authorized representatives of both parties. No failure to exercise a right, and no failure to insist on strict compliance with this Contract will be deemed a waiver by either party of their right to enforce any rights to pursue any breach of the Contract.
14. **ATTORNEY FEES AND COSTS OF LITIGATION.** The parties shall be responsible for their own attorneys' fees and all other costs of litigation incurred in connection with the enforcement of this Contract or any right accruing to the parties as a result of breach of the Contract.
15. **BACKGROUND CHECKS.** Marathon Engineering Corporation acknowledges and understands that all work performed by it under this Contract shall take place within a secure detention facility and that Customer requires all persons performing such work pass Customers standard background check. Accordingly, Marathon Engineering Corporation shall submit all necessary information to Customer in advance of scheduling the work so that Marathon Engineering Corporation employees have clearance and Marathon Engineering Corporation shall only assign such employees to Customer that pass Customer's background check.
16. **DEFAULT.**
 - a. Marathon Engineering Corporation may terminate the Contract if (1) Customer fails to make any payment promptly when due under the Contract or otherwise fails to comply with the Contract, (2) Customer fails to provide adequate assurance of future performance within ten (10) days after demand by Marathon Engineering Corporation (which will be a repudiation by Customer of the unperformed portion of the Contract).
 - b. Customer may terminate the Contract if (1) Marathon Engineering Corporation fails to timely schedule and/or perform Customer's work after scheduling such work; (2) Marathon Engineering Corporation attempts to perform work under this Contract utilizing employees that do not pass Customer's background check described in Paragraph 13; or (3) Marathon Engineering Corporation fails to provide adequate assurance of future performance within ten (10) days after demand by Customer (which will be a repudiation by Prime Coat of the unperformed portion of the Contract).
17. **JURISDICTION AND GOVERNING LAW.** Customer and Marathon Engineering Corporation agree that any litigation initiated by either party seeking to enforce the terms and conditions of this contract shall be commenced in Cascade County, Montana and shall be governed by the laws of the State of Montana.
18. **Contractor Registration:** Construction contracts greater than \$2,500 require Contractors to be registered with the Department of Labor and Industry under 39-9-201 and 39-9-204 Montana Code Annotated prior to Contract execution. A copy of the registration certificate must be provided to the Customer. Marathon Engineering Corporation's registration number is # 155771 and expires on the 31ST day of DEC, 2021.
19. **Indemnification:** Marathon Engineering Corporation agrees to indemnify, protect, defend, and hold harmless the Customer, its elected and appointed officials, agents and employees from and against all claims, demands, causes of action of any kind or character, including the defense thereof, arising out of the negligence or misconduct of its agents, employees, representative, assigns, and subcontractors under this agreement.
20. **Mutual Assent and Authority:** The parties hereto mutually assent to the terms of this Contract and have signed this Contract on the day and year set forth below. The individuals executing this Contract on behalf of each party warrant that he or she is authorized to execute the Contract on behalf of their respective agencies and that the agency will be bound by the terms and conditions herein.

Marathon Engineering Corporation

George Hrunka, President & CEO

CUSTOMER:

BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

ATTESTED this ____ day of _____, 2020

Cascade County Clerk & Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

January 14, 2020

Agenda #3

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: **A RESOLUTION ADOPTING POLICY 20-01
REGARDING FIRE BOARD TRUSTEE
APPOINTMENT AND TERM ELIGIBILITY**

INITIATED & PRESENTED BY: **Cascade County Attorney's Office**

ACTION REQUESTED: **Approval of Resolution 20-04**

BACKGROUND:

Montana law authorizes the Board of County Commissioners to establish rural fire districts in unincorporated areas in Cascade County, Montana. In establishing the rural fire districts, the Board of County Commissioners is also empowered to appoint qualified trustees to govern and manage the fire district. Pursuant to MCA § 7-33-2105, the powers and duties of the trustees includes, but is not limited to, the authority to provide adequate and standard firefighting and emergency response apparatus, equipment, personnel, housing, and facilities, including real property and emergency medical services and equipment, for the protection of the district. The fire chief also serves under the direction of the trustees, pursuant to MCA § 7-33-2001. To date, the Board of County Commissioners has not established a formal written policy regarding selection criteria for the appointments it makes for fire board trustees. So as to avoid conflicts of interest and otherwise formalize the selection criteria for appointments and term eligibility for such appointments the Board of County Commissioners is presented with Policy 20-01 regarding fire board trustee appointments and term eligibility.

RECOMMENDATION: Approval of Resolution 20-04.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Resolution 20-04, a Resolution Adopting Policy 20-01 Regarding Fire Board Trustee Appointment and Term Eligibility.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Resolution 20-04, a Resolution Adopting Policy 20-01 Regarding Fire Board Trustee Appointment and Term Eligibility.

BEFORE THE BOARD CASCADE COUNTY COMMISSIONERS

**A RESOLUTION ADOPTING POLICY 20-01
REGARDING FIRE BOARD TRUSTEE
APPOINTMENT AND TERM ELIGIBILITY**

RESOLUTION 20-04

WHEREAS, the Board of County Commissioners has, pursuant to MCA § 7-33-2101, has established several rural fire districts in unincorporated areas in Cascade County, Montana; and

WHEREAS, pursuant to MCA § 7-33-2104, whenever the Board of County Commissioners establishes a fire district, it shall appoint five (5) qualified trustees to govern and manage the fire district; and

WHEREAS, pursuant to MCA § 7-33-2105, the powers and duties of the trustees includes, but is not limited to, the authority to provide adequate and standard firefighting and emergency response apparatus, equipment, personnel, housing, and facilities, including real property and emergency medical services and equipment, for the protection of the district; and

WHEREAS, pursuant to MCA § 7-33-2001(3), the fire chief serves under the direction of the trustees; and

WHEREAS, the Board of County Commissioners has not established a formal written policy regarding selection criteria for the appointments it makes for fire board trustees; and

WHEREAS, given the powers and duties the fire board trustees have under statute, the Board of County Commissioners desires to establish a formal policy setting forth their selection criteria for appointments and term eligibility for such appointments;

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners establishes, effective immediately, "Fire Board Trustee Appointment and Term Eligibility" attached hereto as of this date.

Passed and adopted this ____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
OF CASCADE COUNTY, MONTANA

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Attest

On this ____ day of _____, 2020, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Rina Fontana Moore, Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

CASCADE COUNTY POLICY 20-01

FIRE BOARD TRUSTEE APPOINTMENT AND TERM ELIGIBILITY

The following criteria have been adopted by Cascade County to establish formal criteria for appointment and term eligibility as a Fire Board Trustee:

1. Unless otherwise provided by law, the person must be a citizen of the United States and a resident of the county.
2. The person must be an elector qualified to vote under state law, as defined by MCA § 13-1-101, and a resident in the district or holder of title to lands within the district pursuant to MCA § 7-33-2106.
3. So as to avoid a conflict of interest created by a personal interest that could give rise to an appearance of impropriety, the person must not concurrently be an employee or volunteer fire-fighter of the district.
4. Should a person appointed as fire board trustee fail during the term of their appointment to maintain the qualifications required under 1, 2 and 3 hereof, the Board of County Commissioners may move to rescind the trustee's appointment for cause.

January 14, 2020

Agenda # 4

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM	Public Meeting for Final Plat Approval of Manchester Industrial Park Phase 3 Major Subdivision
INITIATED BY	Dave Campbell, Active Investors, Inc
ACTION REQUESTED	Final Plat Approval for Manchester Industrial Park Phase 3 Major Subdivision
PRESENTED BY	Sandor Hopkins, Interim Planning Director

BACKGROUND: Dave Campbell, Active Investors, Inc, request final plat approval for Manchester Industrial Park Phase 3 major subdivision that will create eight (8) light industrial lots, ranging in size from 0.939 acres to 4.77 acres. The property lies within the Light Industrial 1 (I-1) zoning district and the total acreage of the proposed site is 19.959 acres. Access to the proposed subdivision utilizes two separate ingress/egress from Vaughn South Frontage Road, Liberty Lane and Trader Lane, and an internal subdivision road system known as Windmill View Circle. This subdivision was reviewed and approved by the Department of Environmental Quality for water, wastewater, and stormwater approvals at the time of the initial Manchester Industrial Park development, this approval remains valid. This application received preliminary plat approval from the County Commission on July 10, 2018. The preliminary plat approval had eighteen (18) conditions that needed to be met prior to final plat approval as listed below.

1. Having the developer's surveyor correct any errors or omissions on the preliminary plat;
2. Causing to be prepared certificates of title of the land in the subdivision to be recorded in conjunction with the final plat;
3. Submitting with the plat a certificate of a title abstracter showing the names of the owners of record of the land and the names of lien holders or claimants of record against the land (M.C.A. 76-3-612, 2017);
4. Causing to be recorded in conjunction with the final plat the covenants of the Major Plat that contain, at a minimum, a noxious weed control program, an erosion control program, a limit to livestock and pets, a provision prohibiting further subdividing of the lots, and that impose upon all landowners the exclusive responsibility to improve and maintain the public rights of way created by and indicated on the subdivision plat;
5. Pursuant to 7-22-2152 M.C.A. (2017), submitting a written plan to the Cascade County Weed Board specifying the methods for weed management procedures with regards to this development;
6. Causing to be recorded in conjunction with the final plat Lot Owners Association documents with sufficient authority and procedural mechanisms to administer, enforce, and fund the perpetual maintenance and discretionary improvement of the public rights of way created by and indicated

on the subdivision plat;

7. Causing to be recorded on the plat a statement concerning limited public services;
8. Causing to be recorded on the plat an Agriculture Notification statement;
9. Design, construction, inspection, and certification, by a licensed professional engineer, of all internal private roads and cul-de-sacs to Cascade County Subdivision Road Specifications, as well as the purchase and installation of all required street signs and stop signs. All of the above items to be at the developer's expense and to be completed prior to the approval of the final plat;
10. The inclusion on the major plat a statement provided by Cascade County certifying the status of the internal subdivision roads;
11. The inclusion of setbacks in the covenants as required by the Cascade County Zoning Regulations;
12. Montana Department of Environmental Quality (MDEQ) Certificate of Subdivision Approval (COSA) shall be submitted with the final plat;
13. Cause to be filed with final plat a Declaration of Covenant that declares that all of the properties described shall be held, sold, and conveyed subject to the following covenant which shall run with the real property and be binding on all parties having any heirs, successors and assigns, and shall bind each owner thereof. The covenant may be revoked for any or all parcels within the subdivision by mutual consent of the owners of the parcels in question and the governing body of Cascade County;
14. Installation of one 10,000-gallon cistern, properly maintained and equipped with the proper appurtenances for the Vaughn Volunteer Fire Department to use for firefighting at all times. Providing for an easement for the placement of the cistern to be granted to Cascade County as well as the developers install and the Lot Owners Association maintain an accessible approach for access to the cistern at all times;
15. The Lot Owners Association shall be responsible for the continual maintenance of the equipment subject to adequate inspections by the Fire Chief of the Vaughn Volunteer Fire Department to insure the equipment is being properly maintained;
16. Causing to be recorded in conjunction with the final plat, an agreement requiring property owners of each subdivision tract to take part in any Rural Special Improvement District (RSID) for the reconstruction, improvement or perpetual maintenance of any county road in the vicinity used to access the major subdivision, Manchester Industrial Park Phase 3, or any other road that can be used to access these lots as determined by Cascade County, provided that all other property owners served by said road share equitable in such an RSID. This waiver shall expire 20 years after the date the final plat is filed with Cascade County. This statement of waiver shall be placed on the final plat.
17. MDEQ approval for the proposed site grading and drainage and stormwater conveyance system shall be submitted prior to final plat approval. Additionally, final engineering plans, stamped by a professional engineer in the State of Montana, shall be submitted to the Cascade County Planning Division with the final plat submittal; and

18. A copy of the MDEQ General Discharge Permit for Stormwater associated with construction activity shall be submitted prior to final plat approval, if applicable.

CONCLUSION: The proposed subdivision meets the requirements of the Cascade County Subdivision Regulations, as well as Montana's Subdivision and Surveying Laws and Regulations and the applicant has fulfilled all the conditions of approval.

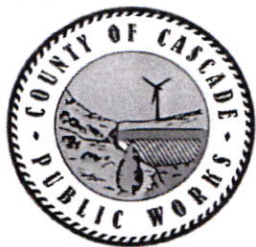
TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO DENY: I move that the Commissioners, after consideration of the Staff Report and Findings of Fact **deny** The Final Plat for Manchester Industrial Park Phase 3 major subdivision.

MOTION TO APPROVE: I move that the Commissioners after consideration of the Staff Report and Findings of Fact **approve** The Final Plat for Manchester Industrial Park Phase 3 major subdivision due to the eighteen (18) conditions being met.

cc: Dave Campbell, Active Investors Inc
Lyle Meeks, NCI Engineering Co
Jim Hodges

Attachments: Final Plat Application



Subdivision Final Plat Approval Form

Cascade County Public Works Department
Planning Division
121 4th St No, STE 2H/I, Great Falls MT 59401
Phone: 406-454-6905 Fax: 406-454-6919

OFFICE USE ONLY

Application #: _____ Fee for Major: \$400
Date Form Received: 01/07/2020 Payment: Check (#) 1123 Cash N/A
Type of Subdivision: Major Final Approval/Rejection Date: _____

Date: 1-6-2020

1. Name of Subdivision: Manchester Exit Industrial Park, Phase 3
2. Location: _____ 1/4 Section _____ Township _____ Range _____
For Amended Plats: Lot(s) _____ Block(s) _____ Subdivision _____
3. Name of Subdivider: ACTIVE INVESTORS INC
Mailing Address: 1034 17TH AVE SW
City: GREAT FALLS State: MT Zip: 59404 Phone #: 406-799-1696
4. Name, address and telephone number of persons of firms providing services and information
(e.g.: surveyor, engineer, designer, planning consultant, attorney)
Name of Representative(s): JAMES E. HODGES
Mailing Address: 3645 4TH AVE SO
City: GREAT FALLS State: MT Zip: 59 Phone #: _____
5. Descriptive Data:
 - a. Gross area in acres 9.959
 - b. Number of lots or rental spaces 8
 - c. Existing zoning or other regulations LIGHT INDUSTRIAL
6. Date Preliminary Plat Approved: 7-10-18
7. Any Conditions? YES (If Yes, attach list of conditions.)
8. Any Deed restrictions or covenants? yes (If Yes, attach a copy.) - EMailed copy to SANDOR
COVENANTS ALREADY FILED FOR ALL 21 LOTS
IN CHUBBY PHASE 3

NCI Engineering Co.

Engineers • Environmental • Planners • Designers

www.nciengineering.com

03 January 2020

Sandor Hopkins
Cascade County Planning Division
121 4th St. North, Suite 2H
Great Falls, MT 59401

Re: Manchester Industrial Park Phase 3 Subdivision roadway

Dear Mr. Hopkins:

We transmitted three (3) copies of the referenced subdivision application along with a check for \$1400 in March of 2018. Under each of the seven tabs we included a brief narrative for that element of the application.

Tab 3 included discussion of the roadway typical section, roadway narrative, and topographic map showing as built roadway grades. Roads are paved, with typical section and grades as noted. The developer indicates the road subgrade was shaped and geotextile separation fabric was placed. The fabric was covered with 8 inches of 3 inch minus (pit run) compacted gravel, 5 1/2 inches of compacted 1.5 inch minus compacted road mix gravel, and 3 inches of asphaltic concrete. This 16 1/2 inch typical section far exceeds county minimum standards and is appropriate for an industrial setting with higher percentage of trucks on clay. The road was constructed in 2017 by MRTE, and the information was sent to planning from the developer via letter dated March 26, 2018. NCI was not present to certify the construction but we trust MRTE to have completed the project per industry standards (Montana Public Works Standard Specifications). I revisited the site and performed a visual inspection on 02 January 2020 and found the road to be in good condition with no visible signs of rutting or deterioration. There are a few minor shrinkage cracks where the pavement surface had been sealed and prepared. This roadway does not receive traffic and as a result, the "kneading" action of traffic has not kept the road in "shiny" condition. I think the road looks great.

Respectfully,

Lyle Meeks, P. E.
Mt. License No. 4678E

Cc: Dave Campbell

4509 North Star Blvd.
Great Falls, MT 59405
Phone 406.453.5478

Municipal Environmental Transportation Water Resources Airports Highway Subdivisions Wastewater Site Design Storm Drainage Construction Management and Testing



Cascade County Public Works

WORKING TOGETHER TO PROVIDE EFFICIENT AND EFFECTIVE PUBLIC SERVICE

July 10, 2018

Dave Campbell
Active Investors Inc
1034 17th Ave SW
Great Falls, MT 59404

Re: Manchester Industrial Park Phase III

Dear Mr. Campbell,

On July 10, 2018 the Cascade County Commissioners approved the Preliminary Plat of Manchester Industrial Park Phase III. This proposed subdivision is located in the N ½ Section 28, Township 21 North, Range 2 East P.M.M., Cascade County, Montana. This letter shall serve as your notice of conditional approval.

The approval was based on meeting the eighteen (18) conditions below:

Motion:

I move that the Commissioners after consideration of the Staff Report and Findings of Fact **approve** the revised Preliminary Plat of Rolling Meadows Phase III, subject to the following nineteen (19) conditions:

- Jim Done* 1. Having the developer's surveyor correct any errors or omissions on the preliminary plat; ✓
- will get updated TO FILE WITH PLAT* 2. Causing to be prepared certificates of title of the land in the subdivision to be recorded in conjunction with the final plat; ✓
- DAVE DONE* 3. Submitting with the plat a certificate of a title abstracter showing the names of the owners of record of the land and the names of lien holders or claimants of record against the land (M.C.A. 76-3-612, 2017); ✓
- ALREADY RECORDED for all 21 lots* 4. Causing to be recorded in conjunction with the final plat the covenants of the Major Plat that contain, at a minimum, a noxious weed control program, an erosion control program, a limit to livestock and pets, a provision prohibiting further subdividing of the lots, and that impose upon all landowners the exclusive responsibility to improve and maintain the public rights of way created by and indicated on the subdivision plat; ✓
- DAVE DONE* 5. Pursuant to 7-22-2152 M.C.A. (2017), submitting a written plan to the Cascade County Weed ✓

Les Payne

DIVISIONS

Building Maintenance	Fleet Maintenance	Road & Bridge	Weed & Mosquito	Communications
Roy Curtis	Bob Wilson	Rick Schutz	Josh Blystone	Joe Payne
415 2 nd Ave No. #111 Great Falls, MT 59401 Phone: 406-454-6769		279 Vaughn S Frontage Rd Great Falls, MT 59404 Phone: 406-454-6920 Fax: 406-454-6922		

Cascade County Public Works Department

Board specifying the methods for weed management procedures with regards to this development; ✓

Done 6. Causing to be recorded in conjunction with the final plat Lot Owners Association documents with sufficient authority and procedural mechanisms to administer, enforce, and fund the perpetual maintenance and discretionary improvement of the public rights of way created by and indicated on the subdivision plat; ✓

Jim 7. Causing to be recorded on the plat a statement concerning limited public services; ✓

Jim 8. Causing to be recorded on the plat an Agriculture Notification statement;

Letter from meek 9. Design, construction, inspection, and certification, by a licensed professional engineer, of all internal private roads and cul-de-sacs to Cascade County Subdivision Road Specifications, as well as the purchase and installation of all required street signs and stop signs. All of the above items to be at the developer's expense and to be completed prior to the approval of the final plat; ✓

Jim 10. The inclusion on the major plat a statement provided by Cascade County certifying the status of the internal subdivision roads; ✓

Done 11. The inclusion of setbacks in the covenants as required by the Cascade County Zoning Regulations; ✓

✓ 12. Montana Department of Environmental Quality (MDEQ) Certificate of Subdivision Approval (COSA) shall be submitted with the final plat; ✓

Jim 13. Cause to be filed with final plat a Declaration of Covenant that declares that all of the properties described shall be held, sold, and conveyed subject to the following covenant which shall run with the real property and be binding on all parties having any heirs, successors and assigns, and shall bind each owner thereof. The covenant may be revoked for any or all parcels within the subdivision by mutual consent of the owners of the parcels in question and the governing body of Cascade County; ✓

Done 14. Installation of one 10,000-gallon cistern, properly maintained and equipped with the proper appurtenances for the Vaughn Volunteer Fire Department to use for firefighting at all times. Providing for an easement for the placement of the cistern to be granted to Cascade County as well as the developers install and the Lot Owners Association maintain an accessible approach for access to the cistern at all times; ✓

Done by Lot Owner Assoc. 15. The Lot Owners Association shall be responsible for the continual maintenance of the equipment subject to adequate inspections by the Fire Chief of the Vaughn Volunteer Fire *Inspection by Vaughn Fire Dept Already contacted them* ✓

Brian K. Clifton, Director
Les Payne, Deputy Director

DIVISIONS

Building Maintenance Roy Curtis 415 2 nd Ave No, #111 Great Falls, MT 59401 Phone: 406-454-6769	Fleet Maintenance Bob Wilson	Road & Bridge Rick Schutz 279 Vaughn S Frontage Rd Great Falls, MT 59404 Phone: 406-454-6920 Fax: 406-454-6922	Weed & Mosquito Josh Blystone	Communications Joe Payne	Planning 121 4 th St No, STE 2H/I Great Falls, MT 59401 Phone: 406-454-6905 Fax: 406-454-6919	GIS Tom Mital	ExpoPark Maintenance Rick Cole 400 3 rd ST NW Great Falls, MT 59404 Phone: 406-727-8900
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Cascade County Public Works Department

Department to insure the equipment is being properly maintained; ✓

Jim
see
plat
16. Causing to be recorded in conjunction with the final plat, an agreement requiring property owners of each subdivision tract to take part in any Rural Special Improvement District (RSID) for the reconstruction, improvement or perpetual maintenance of any county road in the vicinity used to access the major subdivision, Manchester Industrial Park Phase 3, or any other road that can be used to access these lots as determined by Cascade County, provided that all other property owners served by said road share equitable in such an RSID. This waiver shall expire 20 years after the date the final plat is filed with Cascade County. This statement of waiver shall be placed on the final plat. ✓

was done
in all 21 lots
17. MDEQ approval for the proposed site grading and drainage and stormwater conveyance system shall be submitted prior to final plat approval. Additionally, final engineering plans, stamped by a professional engineer in the State of Montana, shall be submitted to the Cascade County Planning Division with the final plat submittal; and ✓

N/A
18. A copy of the MDEQ General Discharge Permit for Stormwater associated with construction activity shall be submitted prior to final plat approval, if applicable. ✓

Please contact myself or the Planning Division if you have any concerns or questions.

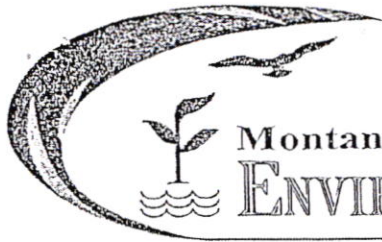
Sincerely,

Sandor Hopkins
Cascade County Planner, CFM
121 4th St N, Suite 2 H/I
Great Falls, MT 59401
shopkins@casadecountymt.gov
Phone: 406-454-6905

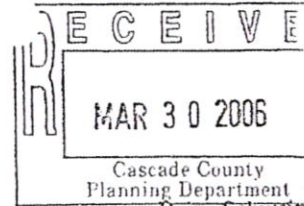
Brian K. Clifton, Director
Les Payne, Deputy Director

DIVISIONS

<u>Building Maintenance</u> Roy Curtis 415 2nd Ave No, #111 Great Falls, MT 59401 Phone: 406-454-6769	<u>Fleet Maintenance</u> Bob Wilson	<u>Road & Bridge</u> Rick Schutz 279 Vaughn S Frontage Rd Great Falls, MT 59404 Phone: 406-454-6920 Fax: 406-454-6922	<u>Weed & Mosquito</u> Josh Blystone	<u>Communications</u> Joe Payne	<u>Planning</u> Tom Mital 121 4th St No, STE 2H/I Great Falls, MT 59401 Phone: 406-454-6905 Fax: 406-454-6919	<u>GIS</u>	<u>ExpoPark Maintenance</u> Rick Cole 400 3rd ST NW Great Falls, MT 59404 Phone: 406-727-8900
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Montana Department of
ENVIRONMENTAL QUALITY



P.O. Box 200901 • Helena, MT 59620-0901 • (406) 444-2544 • www.deq.mt.gov
March 29, 2006

Alan T Frohberg, PE
Glacier Engineering
124 1st Ave South #17
Great Falls MT 59401

RE: Manchester Exit Industrial Park
Cascade County
E.Q. #06-2714

Dear Mr Frohberg:

The plans and supplemental information relating to the water supply, sewage, solid waste disposal, and storm drainage (if any) for the above referenced division of land have been reviewed as required by ARM Title 17 Chapter 36(101-805) and have been found to be in compliance with those rules.

Two copies of the Certificate of Subdivision Plat Approval are enclosed. The original is to be filed at the office of the county clerk and recorder. The duplicate is for your personal records.

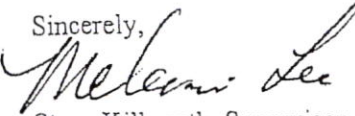
Development of the approved subdivision may require coverage under the Department's General Permit for Storm Water Discharges Associated with Construction Activity, if your development has construction-related disturbance of one or more acre. If so, please contact the Storm Water Program at (406) 444-3080 for more information or visit the Department's storm water construction website at <http://www.deq.state.mt.us/wqinfo/MPDES/StormwaterConstruction.asp>. Failure to obtain this permit (if required) prior to development can result in significant penalties.

Your copy is to inform you of the conditions of the approval. Please note that you have specific responsibilities according to the plat approval statement primarily with regard to informing any new owner as to any conditions that have been imposed.

If you wish to challenge the conditions of this Certificate of Subdivision Plat Approval, you may request a hearing before the Board of Environmental Review or the Department, pursuant to Section 76-4-126, MCA and the Montana Administrative Procedures Act.

If you have any questions, please contact this office.

Sincerely,

for 
Steve Kilbreath, Supervisor
Subdivision Review Section

SK/ML

cc: County Sanitarian
County Planning Board

STATE OF MONTANA
DEPARTMENT OF ENVIRONMENTAL QUALITY
CERTIFICATE OF SUBDIVISION APPROVAL
(Section 76-4-101 et seq., MCA)

TO: County Clerk and Recorder
Cascade County
Great Falls, Montana

E.Q.# 06-2714
Cascade County Approval # 2241

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as **Manchester Exit Industrial Park**,

A tract of land located in Section 28, Township 21 North, Range 2 East, P.M.M. Cascade County, Montana, more particularly described as follows:

(See Exhibit "A" for metes and bounds),

consisting of 21 Lots have been reviewed by personnel of the Permitting and Compliance Division, *** (Note: Lot 22 shown on the Plat is exempt from DEQ review), and,

THAT the documents and data required by ARM Chapter 17 Section 36 have been submitted and found to be in compliance therewith, and,

THAT the approval of the Plat is made with the understanding that the following conditions shall be met:

THAT the Lot sizes as indicated on the Plat to be filed with the county clerk and recorder will not be further altered without approval, and,

THAT Each Lot shall be used for one Commercial Building, and,

THAT the Each water system will consist of a cistern constructed in accordance with the criteria established in Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality, and,

THAT Each individual sewage treatment system will consist of a septic tank and subsurface drainfield of such size and description as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM, and,

THAT Each subsurface drainfield shall be an evaporation-transpiration-absorption system in accordance with Glacier Engineering design based on Circular DEQ-4, Chapter 5 & 8 criteria (2005 Edition), and,

THAT the bottom of the drainfield shall be at least four feet above the water table, and,

THAT no sewage treatment system shall be constructed within 100 feet of the maximum high-water level of a 100 year flood of any stream, lake, watercourse, or irrigation ditch, nor within 100 feet of any domestic water supply source, and,

THAT water supply systems, sewage treatment systems and storm drainage systems will be located as shown on the approved plans, and, .

2 Mnchester Exit Ind. erial Park
E.Q.#
Cascade County Approval# 2241

THAT all sanitary facilities must be located as shown on the attached lot layout, and,

THAT the developer and/or owner of record shall provide Each purchaser of property with a copy of the Plat, approved location of water supply and sewage treatment system as shown on the attached lot layout, and a copy of this document, and,

THAT instruments of transfer for this property shall contain reference to these conditions, and,

THAT plans and specifications for any proposed sewage treatment systems will be reviewed and approved by the county health department and will comply with local regulations and ARM, Title 17, Chapter 36, Subchapters 3 and 9, before construction is started.

THAT departure from any criteria set forth in the approved plans and specifications and Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM when erecting a structure and appurtenant facilities in said subdivision without Department approval, is grounds for injunction by the Department of Environmental Quality.

Pursuant to Section 76-4-122 (2)(a), MCA, a person must obtain the approval of both the State under Title 76, Chapter 4, MCA, and local board of health under section 50-2-116(1)(i), before filing a subdivision plat with the county clerk and recorder.

YOU ARE REQUESTED to record this certificate by attaching it to the Plat filed in your office as required by law.

DATED this 21st day of March, 2006.

RICHARD OPPER
DIRECTOR

By: Barbara Kingery for
Steve Kilbreath, Supervisor
Subdivision Review Section
Permitting and Compliance Division
Department of Environmental Quality

By: Cherry Loney R.S.
Cherry Loney, R.N., M.A.S., Health Officer
City-County Health Department

Owner's Name: Dave Campbell

EXHIBIT A

CERTIFICATE OF OWNERS

We, the undersigned property owners, do hereby certify that we have caused to be surveyed and subdivided the following tract of land:

A tract in the N1/2 and N1/2SE1/4 Section 28, T21N, R2E, P.M.M., Cascade County, Montana, said tract being Tract 1B, Certificate of Survey No. S-0004307, as filed in the office of the Cascade County Clerk and Recorder, and more fully described as follows:

Beginning at the northwest corner of Tract 1B, Certificate of Survey No. S-0004307, said point being on the south right of way line of Interstate Highway 15; thence S76°31'20"E, 1392.34 feet; thence S67°59'30"E, 303.36 feet; thence S76°31'20"E, 900.0 feet, thence S84°58'50"E, 303.51 feet; thence S76°31'40"E, 185.01 feet to the northwest corner of Lot 1B, Certificate of Subdivision Plat No. P-2005-0000037, the last five courses being along said south right of way line; thence S10°05'W, 1436.98 feet to the southwest corner of said Lot 1B and the north right of way line of Vaughn Road; thence northwesterly, 2058.42 feet along a non-tangent curve to the right (Radius = 10,146.92 feet, Chord Bearing = N74°31'54"W) to a line that is parallel with and 190.0 feet northerly from the centerline of the Burlington Northern and Santa Fe Railway; thence N68°43'12"W, 1283.82 feet along said parallel line, the last two courses being along said north right of way line; thence N21°16'48"E, 1200.24 feet, along the west line of Tract 1B to the Point of Beginning; containing 100.00 acres.

Furthermore, we certify that Lot 22 is excluded from review under the Montana Sanitation in Subdivisions Act pursuant to A.R.M. 17.36.605(2)(a): "a parcel that has no existing facilities for water supply, wastewater disposal, and solid waste disposal, if no new facilities will be constructed on the parcel".

Date: _____


David C. Campbell


Gail D. Campbell

DECLARATION OF PROTECTIVE COVENANTS FOR MANCHESTER EXIT INDUSTRIAL PARK

This Declaration, made on the hereinafter set forth by David C. & Gail D. Campbell hereinafter referred to as 'Declarant',

WITNESETH:

WHEREAS, Declarant is the owner of certain property in the County of Cascade, State of Montana, which includes Lots: (see description).

NOW, THEREFORE, Declarant hereby declares that all of the parcels to which these Protective Covenants (The Covenants) apply, as described herein, shall hereafter be subject to the following easements and protective covenants, which are created to protect the value and desirability of said parcels. The Covenants shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part hereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

Section 1. 'Association' shall mean and refer to MANCHESTER EXIT INDUSTRIAL PARK Lot Owners Association, its successors and assigns.

Section 2. 'Owner' shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or combination of Lots forming a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. In the event that more than one person or entity shall own a Lot, group of Lots, or building unit, said persons or entities shall advise the Association in writing of the name of the person entitled to cast any vote on their behalf, whether as members of the Association or otherwise.

Section 3. 'Property' or 'properties' shall mean and refer to all Lots created from that certain real property described above and such additional real property as may hereafter be brought within the jurisdiction of the Association; but shall not include any portion of the real property described above until it shall have been separated from the whole by certificate of surveyor subdivision plat.

Section 4. 'Common Area' shall mean all real property interests owned by the Association for the common use and enjoyment of the owners. Declarant shall have the right to convey to the Association such property interests as it shall deem appropriate as and for Common Area. The initial Common Areas to be owned by the Association are described as follows:

- a) The roadway and utility easements and fire cisterns reflected in the Certificates of Survey of parcels which are or shall become subject to these Covenants.
- b) All lots subject to the right of access for emergency services personnel from the Cascade County Sheriff's Office and rural fire departments.

Subsequent property interests acquired by the Association from Declarant or otherwise shall be included within the term 'Common Area'. Nothing to the contrary withstanding in the Covenants, Declarant shall have the right, in its sole discretion, to dedicate any subsequently created roadways or utility easements, which would otherwise be Common Area under the jurisdiction of the Covenants, to the 'public', or to Cascade County.

Section 5. 'Lot' shall mean and refer to any tract shown upon any Certificate of Survey of Subdivision Plat of one or more portions of the Properties with the exception of the Common Area, but shall not include any parcel of Common Area.

Section 6. 'Declarant' shall mean and refer David C. & Gail D. Campbell, their successors and assigns.



R0144980

Page: 1 of 9

03/06/2007 03:15P

CASCADE COUNTY, MT CV

83.00 By: LDAGGETT

deed, is deemed to Covenant and agree to pay to the Association, (a) annual assessments or charges, and (b) special assessments for purposes permitted herein, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall also be a personal obligation of the Owner of such property at the time when the assessment fell due. The annual assessment period shall run from January 1 to December 31 of each year.

Section 2. Each Class A member shall pay one assessment per lot or building unit owned, which include one building unit, hereinafter referred to as the 'basic assessment unit'. Each building unit constructed by a Class A member in addition to the building included in the basic assessment unit shall be subject to an additional assessment, hereinafter referred to as the 'additional assessment unit'.

Section 3. Class B members shall pay no assessments.

Section 4. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement, maintenance and prevention of damage to the Common Area and improvements thereon.

Section 5. Maximum Annual Assessment. Until January 1, 2008, the maximum annual assessment shall be \$250, unless increased by vote of 51 % of the Class A members. Should a condominium building be built on any of the lots each condo unit shall be subject to an annual assessment of \$150.00. Each Condo building shall have one class A vote for every (unit) in the condo building. Notwithstanding any other provision herein, no Lot owned by Declarant shall be subject to annual or special assessments unless and until such Lot has been sold or transferred.

Section 6. Annual assessments shall be determined by the Board of Directors from and after January 1, 2007, provided however that increases in the annual assessment above \$250 shall be made only upon written consent of 51 % of Class A members.

Section 7. Notice and Quorum for any Action Authorized Under Sections 5 and 6. Any action authorized under Sections 5 or 6 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than fifteen (15) days in advance of the meeting. If the proposed action is favored by a 51 % majority of the votes of Class A members cast at such meeting, but such vote is less than the requisite 51 %, Class A members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not more than thirty (30) days preceding the date of such meeting.

Section 8. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all assessment units, whether basic or additional. Assessments may be collected on an annual or a monthly basis. All assessments for condo units shall be made at a rate of 60% of a class A assessment. For example with the annual assessment of 250.00 For a class A member a condo unit in a condo building will be assessed at $(60 \% \times 250.00)$ or 150.00.

Section 9. Date of Commencement of Annual Assessments - Due Dates. The annual assessments provided for herein shall not be levied prior to January 1, 2007. The first annual assessment levied against a basic or additional assessment unit shall be adjusted according to the number of months remaining in the assessment period. The Board of Directors shall fix the amount of the annual assessment at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid

Section 10. Effect of Nonpayment of Assessments - Remedies of the Association. Any assessment not paid thirty (30) days after the due date, whether due in one annual payment or in monthly payments, shall bear interest from the payment due date or dates at the rate of ten percent (10%) per annum. A fifty dollar late payment penalty will also apply to any assessments not paid within 30 days after the due date. The Association may bring an action of law against the Owner personally obligated to pay the same, foreclose the lien against the property, or avail itself of any remedy allowed under the laws of Montana. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or the prior owner thereof from liability for any assessments thereafter becoming due or from the lien thereof.



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to those providing access, heat, communication, electrical power, and fire protection.

ARTICLE VII - ARCHITECTURAL CONTROLS

Section 1. Temporary Structures. No structure of a temporary character, basement, tent, shack or any other outbuilding shall be used on any Lot as a residence or business either temporarily or permanently. The only exceptions are contractors trailers used as construction offices or tools and materials storage during the course of construction. All temporary structures must be maintained in a reasonable manner to present a neat and attractive external appearance.

Section 2. Permanent Structures. No residential structures are to be allowed unless they are incidental to the operation of the business and are allowable under Cascade County Zoning Regulations. No structure shall be constructed on a lot unless said structure, including the design and plans thereof, are approved by the architectural committee. All structures must be maintained in a reasonable manner to present a neat and attractive exterior appearance.

Section 3. Minimum Size Requirements. No main building shall be constructed or permitted on any Lot of less than 1500 square feet. The architectural committee shall be entitled to grant variances from the requirements of this section. All buildings must be finished on the exterior within one year of the commencement of construction. All improvements excavations or other work on the Lot in preparation for construction of any building or improvements must be pursuant to the applicable permits, rules, and buildings codes of Cascade County and the state of Montana.

Section 4. Accessory Buildings. All accessory buildings such as garages, warehouse or storage buildings shall be of new materials and must be architecturally compatible with the business on or being constructed on the lot and shall be approved by the architectural committee.

Section 5. Fencing. Fences may not be constructed without approval of the Architectural Committee. Fences must be of a good quality and construction and must be kept in good repair so as to preserve utility and appearance. Regarding the High Pressure gas line that runs through the project no fence posts shall be placed within 5 feet of the outside edge of the gas line. Any fences built over the 50 foot gas line easement must have a gate in the easement area that has at least a 20 foot opening to allow for access to the gas line easement.

Section 6. Building Location. Buildings built in the Manchester Exit Industrial Park Subdivision must be built in compliance with the Department of Environmental Quality Permitting and Compliance Division. (For basic compliance with Montana State Regulations see building location on plat filed with state permit).

Section 7. Signs. All signs in the subdivision shall be first approved by the architectural committee and must be in compliance with section 9 of the Cascade County Supplementary Regulations for signage. No sign placed for any business in the subdivision shall unduly block another business owners sign ..

Section 8. Maintenance. Owners shall provide exterior maintenance of their respective land and structures. The premises, improvements, and appurtenance shall be maintained in a safe, clean, neat, and orderly condition. No rubbish or other waste shall be allowed to accumulate or be buried on the property.

Section 9. Containers. All garbage and trash shall be kept in covered containers which shall be screened by adequate fencing and/or shrubbery so as not to be visible from the adjoining property or roads. These containers shall be kept in a clean and orderly condition. In this regard, no garbage receptacles or racks shall be placed closer than 100 feet from the front of any Lot unless the same are so constructed as to be completely underground or screened from sight by a suitable enclosure so as not to create an unsightly area or to interfere with the general beauty of the area, provided that garbage cans may be placed in front of buildings on the days of each week when garbage is collected, if any. No trash or garbage may be burned at any time on said Lots. Garbage collection and disposal are the responsibility of the Owner.

Section 10. Inoperable Vehicles. No motor vehicle which cannot be moved under its own power may be left outside on any of the Lots for more than ten days nor left on the roads in said subdivision at any time. On-site parking shall be provided on every Lot for all automobiles, trucks, trailers and equipment kept by any of the Owners of any Tract.

Section II. Culverts. All culverts under driveways shall be installed in accordance with county specifications including requirement that such culverts be at least one foot in diameter and twenty feet in length. Any variation from such specifications must be approved by the County Commissioners of Cascade County, Montana.

Lots for repairs necessary for road, utility or sign easements.

Section 8. Animals. Lots are to be used for industrial and commercial business purposes and as such no hoofed animals or fowl may be kept for any reason. 2 cats or 2 dogs or 1 cat and 1 dog may be kept per lot as pets or watch dogs as long as they do not become a nuisance to neighboring Lot owners. veterinary clinics or pet shops maybe allowed if approved by the architectural committee and are in compliance with the Cascade County Zoning Rules. Any pets or watch dogs must be controlled at all times and are restricted to confinement on the Lots of the owners of the animals.

Section 9. Permitted accessory uses. Located on the same lot with the permitted principal use. Living quarters that are required by and incidental to the operation of the industrial enterprise will be allowed. The plans must be presented to the architectural committee.

Section 10. Offensive Activity.

- A) No obnoxious or offensive activity shall be carried on upon any portion of the Property nor shall anything be done thereon which may be, or may become, an annoyance to the neighborhood.
- B) No fireworks may be brought into, discharged or stored on the Property except as permitted by the laws of the State of Montana and Cascade County. The Association may make rules to regulate the use of, and/or storage of fireworks on the Property.
- C) No firearms shall be discharged on the properties, except as permitted by laws of Cascade County and the State of Montana. The Association shall be entitled to make further rules and regulations governing the use of firearms and fireworks on the Property.

Section 11. Sand and Gravel. Nothing in these Covenants shall prevent Declarant from removing sand and gravel from the real property which is described on page one hereof.

ARTICLE X - GENERAL PROVISIONS

Section 1. Effects of Covenants on Mortgage. A breach of any of the foregoing provisions, conditions, restrictions or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value on any Lot, or any portion thereof, and any improvements thereon, but said provisions, conditions, restrictions and covenants shall be binding upon and effective against any Owner thereof whose title thereto was acquired by foreclosure, trustee sale or otherwise.

Section 2. Incorporation by Reference. In any conveyance of any of the lands covered hereby, it shall be sufficient to insert a provision therein to the effect that the conveyance is subject to the restrictions and covenants contained in this document, without setting forth such restrictions and covenants verbatim or in substance in such conveyance.

Section 3. Enforcement. The covenants and restrictions of these Covenants shall inure to the benefit of and be enforceable by the Association and the Owner of any Lot subject to this Declaration, and shall further inure to the benefit of Cascade County, a body politic, as a third party beneficiary, with equal rights of enforcement vested in the County of Cascade. Enforcement of these covenants shall be by procedure of law or in equity against any person or persons violating or attempting to violate any covenants, and the legal proceedings may be either to restrain the violation of the covenants or to recover damages, or both. Each person who has been found by a Court of competent jurisdiction to have violated one or more of these covenants shall be liable for all attorney's fees and costs incurred in connection with the litigation. The failure of the Association or any Owner or Owners of any Lot or Lots to enforce any of the restrictions set forth in this document at the time of its violation, shall in no event be deemed a waiver of the right to do so thereafter. The restrictions set forth herein shall be personally binding upon any person, persons or corporations, only with respect to breaches committed during its, his/hers or their ownership of or title to any of said tracts and any part thereof.

Section 4. Severability. Invalidation of any of these covenants by judgment or a court order shall in no way affect any of the other provisions, but they shall remain in full force and effect.

Section 5. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 6. Annexation. After January 1, 2006 Declarant shall be entitled in its sole discretion to



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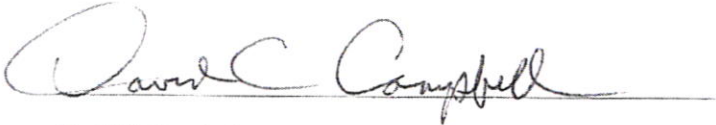
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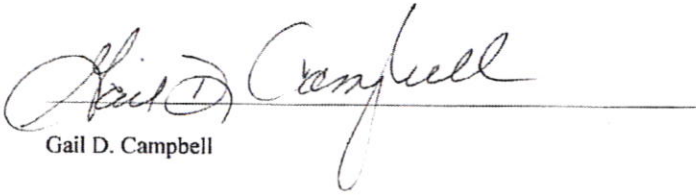
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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 5th day of March, 2007.



David C. Campbell



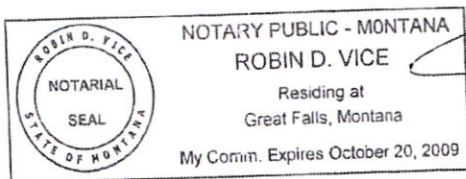
Gail D. Campbell

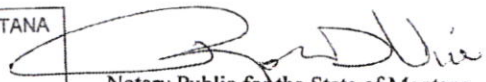
STATE OF MONTANA) ss>

COUNTY OF CASCADE)

On this 5th day of March, 2007, before me, the undersigned, a Notary Public for the State of Montana, personally appeared David C. Campbell & Gail D. Campbell, known to me to be the Declarant.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year here in above first written.




Notary Public for the State of Montana
Residing at Great Falls, Montana
My Commission expires: _____



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PROPOSED NOXIOUS WEED MANAGEMENT PLAN

In accordance with 7-22-2123 (4) MCA. A person is considered in compliance if he submits and the Board accepts a proposal to undertake specified control measures, and is in compliance for so long as he performs according to the terms of the proposal.

1. Noxious weeds requiring management with approximate size of infestations: None observed at time of inspection. Weeds likely to become present if ground disturbed.
2. Location: Township 21N Range 2E Section 28 GEO Code 02-8137-28-1-03-01-0000
 Sub-division _____ Block _____ Lot _____ (Manchester Ind. Park Phase III)
Attach map of plat, or sketch of the property with weed infestations shown
3. Number of years to implement management plan: ___ 1 year ☒ 3 years ___ 5 years
4. Specified control measures: Spray or mow if weeds become present.
Spraying is most effective.
☒ Chemical: Mark which chemical(s) will be used, or write chemical(s) here: (weed species dictates)

E = excellent G = good F = fair - = not tested / not recommended <i>*Results may be variable*</i>	2,4-D	Escort (metsulfuron methyl)	Tordon (picloram) <small>RESTRICTED USE PESTICIDE</small>	Perspective (aminocyclopyrachlor)	Milestone (aminopyralid)	Plateau (imazapic)	Telar (chlorsulfuron)	SpeedZone or E2 (2,4-D + dicamba)	Roundup (glyphosate)
Spotted Knapweed	G	-	E	G	E	-	-	G	F
Diffuse Knapweed	F	-	E	G	E	-	-	F	F
Russian Knapweed	-	F	E	G	E	G	F	F	-
Leafy Spurge	F	-	G	G	-	G	-	F	G
Dalmatian Toadflax*	-	F	G	G	-	G	G	-	-
Canada Thistle	F	F	E	E	E	-	G	F	G
Field Bindweed	F	F	G	G	-	G	-	F	F
Whitetop	F	E	-	G	-	G	E	F	F
Houndstongue	F	E	G	G	-	G	G	G	F
Hoary Alyssum	F	E	-	-	-	-	-	F	F
Oxeye Daisy	F	E	G	-	E	-	-	F	F

☒ Cultural/Physical: Explain. Mowing acceptable

___ Biological: As an integrated component of overall management. Explain. _____

5. Who will be doing the control work? Self ☒ Commercial contractor ☒
6. Dates control measures will be carried out each year: May through July, as needed
7. Are there any environmentally sensitive areas? No If so describe: n/a

If weeds are not managed as above, this further authorizes Cascade County Weed and Mosquito Management District to implement this plan.

Dated this 6th day of March 2018.

Weed District Accept: ☒ (yes) ☐ (no)

Weed District Signature: _____

I acknowledge and agree to the foregoing provisions:

Signature [Signature]

Name Active Investor Inc

Mailing Address 1034 17th Ave SW

City GREAT FALLS State MT Zip 59401